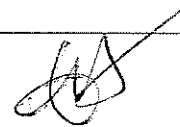


City Council Communication

Department: Community Development	Resolution No. <u>08-85</u>	Meeting date: 3/24/08
Subject/Title		
Execute a contract with HDR Engineering, Inc. to perform professional engineering, consulting and related services for the Playland Park project.		
Background/Discussion		
<p>The City hired HDR Engineering, Inc. to assist the Community Development Department with the preparation of the Playland Park Master Plan on July 17, 2006. Following preliminary site evaluations, public input sessions and conceptual site design the plan document was completed and adopted December 10, 2007.</p> <p>The next step of plan implementation is completing design work for infrastructure and other related site development issues. Because of their intimate knowledge and understanding of the project details and site constraints HDR Engineering, Inc. is well suited to complete the next phase of design. A proposed contract and scope of work is attached for your review.</p>		
Recommendation		
The Community Development Department recommends: 1) that the City Council retain HDR Engineering, Inc. to perform professional engineering, consulting and related services as detailed in the attached scope of services and 2) authorize the Mayor to execute a contract for said services with HDR Engineering, Inc.		
Attachment A: HDR Engineering, Inc. Proposed contract and scope of services		
Prepared by: Rose Brown, Urban Planner, Community Development Department		



RESOLUTION NO. 08-85

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH HDR ENGINEERING, INC., FOR PROFESSIONAL ENGINEERING, CONSULTING AND REALTED SERVICES FOR THE PLAYLAND PARK PROJECT IN THE CITY OF COUNCIL BLUFFS.

WHEREAS, the City re-acquired the Playland Park property in May of 2005; and

WHEREAS, the City desires the public and private development of the Playland Park site; and

WHEREAS, the Playland Park Master Plan adopted by the City Council on December 10, 2007; and

WHEREAS, engineering and infrastructure design work are necessary to proceed with the Playland Park Master Plan implementation; and

WHEREAS, the Community Development Department recommends that the City Council authorize the Mayor to execute a contract with HDR Engineering, Inc. to complete said work.

NOW, THEREFORE, BE IT RESOLVED
BY THE CITY COUNCIL
OF THE
CITY OF COUNCIL BLUFFS, IOWA

That the City Council hereby authorizes the Mayor to execute an agreement with HDR Engineering, Inc. for professional engineering, consulting and related services for the Playland Park project.

BE IT FURTHER RESOLVED

That the City Council hereby authorizes the Mayor to execute an agreement with HDR Engineering, Inc. for professional services.

ADOPTED
AND
APPROVED March 24, 2008

Thomas P. Hanafan, Mayor

ATTEST: _____
Judith H. Ridgeley, City Clerk

MULTIPLE PROJECT AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made as of this _____ day of March, 2008, between City of Council Bluffs, hereinafter referred to as "OWNER", and HDR Engineering, Inc., hereinafter referred to as "ENGINEER," for engineering services as described in this Agreement.

WHEREAS, OWNER desires to retain ENGINEER, a professional engineering firm, to provide professional engineering, consulting and related services ("Services") on one or more projects in which the OWNER is involved; and

WHEREAS, ENGINEER desires to provide such services on such projects as may be agreed, from time to time, by the parties;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION I. PROJECT TASK ORDER

- 1.1 This Agreement shall apply to as many projects as OWNER and ENGINEER agree will be performed under the terms and conditions of this Agreement. Each project ENGINEER performs for OWNER hereunder shall be designated by a "Task Order." A sample Task Order is attached to this Agreement and marked as Exhibit "A". No Task Order shall be binding or enforceable unless and until it has been properly executed by both OWNER and ENGINEER. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement.
- 1.2 In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of the Task Order shall control.
- 1.3 ENGINEER will provide the Scope of Services as set forth in Part 2 of each Task Order.

SECTION II. RESPONSIBILITIES OF OWNER

In addition to the responsibilities described in paragraph 6 of the attached "HDR Engineering, Inc. Terms and Conditions for Professional Services," OWNER shall have the responsibilities described in Part 3 of each Task Order.

SECTION III. COMPENSATION

Compensation for ENGINEER's Services shall be in accordance with Part 5 of each Task Order, and in accordance with paragraph 11 of the attached "HDR Engineering, Inc. Terms and Conditions for Professional Services."

SECTION IV. TERMS AND CONDITIONS OF ENGINEERING SERVICES

The "HDR Engineering, Inc. Terms and Conditions for Professional Services," which are attached hereto, are incorporated into this Agreement by this reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

City of Council Bluffs

"OWNER"

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

HDR ENGINEERING, INC.

"ENGINEER"

BY: 

NAME: Matthew B. Tondl, P.E.

TITLE: Senior Vice President

ADDRESS: 8404 Indian Hills Drive
Omaha, NE 68114

HDR Engineering, Inc.

Terms and Conditions for Professional Services

1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2. INSURANCE

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. Upon request, OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for the claims covered by ENGINEER's insurance.

3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s) methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. SUCCESSORS AND ASSIGNS

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other.

8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make prompt payments in response to ENGINEER's invoices.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date of the invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity, and other employment, statutes and regulations.

15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event

ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. LIMITATION OF LIABILITY

ENGINEER's and its employees' total liability to OWNER for any loss or damage, including but not limited to special and consequential damages arising out of or in connection with the performance of services or any other cause, including ENGINEER's and its employees' professional negligent acts, errors, or omissions, shall not exceed the greater of \$50,000 or the total compensation received by ENGINEER hereunder, except as otherwise provided under this Agreement, and OWNER hereby releases and holds harmless ENGINEER and its employees from any liability above such amount.

18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

19. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

EXHIBIT A
TASK ORDER ONE

This Task Order pertains to an Agreement by and between the City of Council Bluffs, ("OWNER"), and HDR Engineering, Inc. ("ENGINEER"), dated March _____, 2008, ("the Agreement"). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: One
PROJECT NAME: Playland Park Development
Preliminary Design Phases I – III and Final Design
Subdivision Phase I

PART 1.0 PROJECT DESCRIPTION:

Perform the preliminary design of Phases I, II, and III and the final design for Phase I of the subdivision development of the Playland Park area, bounded by the Missouri River, Interstate 480, Interstate 29, and Avenue 'B', in accordance with the previously approved master plan.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

- | | |
|----------------------|---|
| Items of Work | Levee Penetration and Wet Side Improvements <ol style="list-style-type: none">1. Wetland delineation entire wet side2. Missouri River Pedestrian bridge coordination3. Preliminary levee penetration design4. Preliminary levee improvement design including architectural elements, pedestrian bridge, and flood gate at the levee penetration5. Preliminary utility design6. Preliminary park layout7. Preliminary trails, roadways, and parking lots design8. Floodway permitting
Subdivision <ol style="list-style-type: none">1. Preliminary plat for entire area2. Preliminary grading plan for entire area3. Erosion control plan4. Preliminary storm sewer design for entire site5. Preliminary sanitary sewer design for entire site6. Preliminary roadway design for entire site7. Preliminary streetscape design8. Final plat for the Phase I development |
|----------------------|---|

9. Final storm sewer design for Phase I
10. Final sanitary sewer design for Phase I
11. Final roadway design for Phase I
12. Final streetscape design
13. Public works coordination
14. IDOT Coordination
15. Utility Coordination

Key Understandings

1. The sanitary sewer design is based on gravity flow and will terminate at the edge of the subdivision.
2. The improvements or relocation of the 2nd Avenue sanitary sewer lift station are not included in this scope.
3. The City will execute all required permits and pay associated fees.
4. The final design of the water main improvements is not included in this scope.
5. Preliminary and final design of the dry side park improvements are not included in this scope.
6. Preliminary and final design of the wet side park improvements is not included in this scope.
7. The storm sewer design is based on gravity flow.
8. The dry side storm water detention will not include underground concrete vaults.
9. Public improvements will be in accordance with Iowa Statewide Urban Design and Specifications (SUDAS) Design Manual guidelines as applicable.
10. Two separate bid packages will be let: dry side demolition and grading and dry side infrastructure.
11. The streetscape features will include non-standard streetlights with a separate meter. The streetlight electrical design is included in this design.
12. The streetscape features will include landscaping and irrigation.
13. The existing levee drawings and operation and maintenance manual are available for reference.
14. The preliminary FEMA hydraulic model of the Missouri River being prepared by the USACE, Omaha District, is considered the "best available information" for the project reach and will be used for this project.
15. Hydraulic models will be operated using 100-year peak flow rates.
16. Interior drainage evaluations are not included in the floodplain analysis.
17. Up to two mitigation alternatives will be evaluated for floodplain analysis.

18. This scope is based on the assumption that a no-rise condition can be obtained. The possibility exists for an increase in water surface elevation that can not be mitigated with an alternative acceptable to the OWNER. If a no-rise cannot be achieved, a FEMA Conditional Letter of Map Revision will be required. This map revision and associated hydraulic analyses will be considered additional services.

TASK SERIES 100 – PROJECT MANAGEMENT

Objective: Provide management activities over Project duration including planning, organizing and monitoring Project team activities, preparing and monitoring bidding document production standards, attending meetings, and Project cost projections.

HDR Activities

110 – Team Management and Project Control

- 110.1 Resource management and allocation based on Project schedules and activities
- 110.2 Budget and invoice management
- 110.3 Schedule monitoring and update for Project development
- 110.4 Production coordination

120 – Production Guide Standards

- 120.1 Review OWNER design standards
- 120.2 Develop Project Guide including OWNER specific design standards applicable for the Project. Guide will document to all personnel Project activities, constraints, guidelines, budgets and procedures
- 120.3 Maintain Project Guide, distribute and update as activities dictate

130 – External Meetings

- 130.1 Project kickoff meeting
- 130.2 Project coordination meetings as listed for each task

140 – Internal Meetings

- 140.1 Coordination meetings
- 140.2 Production coordination
- 140.3 Bid package coordination

TASK SERIES 200 – LEVEE CUT AND WET SIDE IMPROVEMENTS

Objective: Development of the plans and specifications for the construction of the wet side development including levee improvements, Corps coordination, permitting, utility coordination, bridge coordination, and architectural features.

HDR Activities: **210 – External Meetings**

- 210.1 Attend one review meeting with the Corps representatives to review the 30 percent plans
- 210.2 Attend one coordination meeting with City of Council Bluffs representatives for the pedestrian bridge
- 210.3 Attend review meeting with Public Works representatives regarding the proposed levee improvements

220 – Levee Architectural Development

- 220.1 Develop preliminary concepts of architectural features for the levee
- 220.2 Attend review meeting with OWNER to evaluate the concepts
- 220.3 Revise concepts and resubmit to OWNER
- 220.4 Attend review meeting with OWNER

230 – Wetlands Delineation

- 230.1 Perform wetland delineation of entire wet side area
- 230.2 Provide coordination for survey of wetland limits
- 230.3 Provide report of wetland findings
- 230.4 Attend a pre-application meeting with the Corps to review the limits of delineation, the proposed impact on the existing wetlands, and discuss the mitigation requirements

240 – Preliminary Design

- 240.1 Contact State of Iowa regarding use of land
- 240.2 Complete Sovereign Land Permit application for execution by City
- 240.3 Meet with Iowa West and Back to the River Organization to discuss improvements and structures
- 240.4 Meet with Parks Department and Public Works Department to review proposed improvements
- 240.5 Meet with Harrah's Casino regarding south connection
- 240.6 Prepare preliminary levee improvement plans
- 240.7 Prepare preliminary levee cut plans
- 240.8 Prepare preliminary levee gate concepts
- 240.9 Prepare preliminary levee pedestrian bridge plans

- 240.10 Prepare preliminary roadway and wet side development plans including utility layout
- 240.11 Prepare preliminary clearing and grading plans
- 240.12 Develop preliminary opinion of probable project costs
- 240.13 Submit preliminary plans to OWNER
- 240.14 Attend review meeting

250 – Environmental Permitting

- 250.1 Perform no-rise analysis of proposed wet side improvements
 - Coordinate with local and state floodplain management agencies for determination of floodplain development permit application requirements
 - Hydraulic Modeling
 - For the project reach, obtain the preliminary Missouri River FEMA model (“best available information”) prepared by the USACE Omaha District
 - Prepare and operate Duplicate Effective Model
 - Prepare and operate Corrected Effective Model
 - Prepare and operate Proposed Conditions Model
 - Identify mitigation activities (if any) required to meet “no-rise” criteria
 - Reporting
 - Prepare draft technical memorandum of hydraulic evaluation for review and comment by client and local state agencies
 - Prepare final technical memorandum incorporating comments
 - Floodplain Development Permit
 - Prepare Iowa Joint Application Form Protecting Iowa Waters and submit to Iowa Department of Natural Resources.
 - Prepare and submit a Council Bluffs, Iowa floodplain development permit and no-rise certification
 - Respond to review comments

TASK SERIES 300 – SUBDIVISION IMPROVEMENTS

Objective: Completion of the platting requirements and development of the plans and specifications for the construction of the dry side development improvements including utility coordination and streetscape features.

HDR Activities:

310 – External Meetings

- 310.1 Attend coordination meeting with Public Works representatives regarding sanitary sewer connection
- 310.2 Attend coordination meeting with Public Works representatives regarding storm sewer outfalls

320 – Preliminary Plat

- 320.1 Develop preliminary plat for entire dry side based on the conceptual layout
- 320.2 Attend one review meeting with the OWNER
- 320.3 Develop preliminary grading plan
- 320.4 Develop erosion control plan
- 320.5 Develop street plan including streetscape features
- 320.6 Develop storm sewer plan
- 320.7 Develop sanitary sewer plan
- 320.8 Submit 30 percent documents to the OWNER and Public Works for review
- 320.9 Attend one review meeting
- 320.10 Contact existing underground utilities on the site impacted by the proposed construction
- 320.11 Attend one coordination meeting with MidAmerican Energy representatives to review underground power service to the site and discuss streetscape lighting options
- 320.12 Submit preliminary plat for approval
- 320.13 Present preliminary plat to the Planning Commission

330 – Prepare Phase I Final Plat

- 330.1 Prepare final plat
- 330.2 Prepare preliminary opinions of probable construction cost
- 330.3 Provide plat to Council Bluffs Water Works for development of water main system layout and development of the preliminary opinion of probable construction cost
- 330.4 Submit final plat to OWNER for review
- 330.5 Attend one review meeting
- 330.6 Present final plat to the Planning Commission
- 330.7 Present final plat to the City Council

340 – Develop Final Demolition and Grading Plans and Specifications

- 340.1 Prepare final demolition plans
- 340.2 Prepare final grading plan
- 340.3 Prepare storm water pollution prevention plan
- 340.4 Prepare specifications
- 340.5 Submit contract documents to OWNER for review

- 340.6 Attend one review meeting
- 340.7 Finalize plans and specifications
- 340.8 Provide for the advertisement of the storm water pollution prevention plan
- 340.9 Submit storm water pollution prevention plan to IDNR for review

350 – Develop Phase I Final Plans and Specifications for Sanitary Sewer, Storm Sewer, and Paving

- 350.1 Prepare 60 percent plans and specifications
- 350.2 Submit plans and specifications to OWNER
- 350.3 Attend one review meeting
- 350.4 Provide copies of the plans and specifications to impacted utility companies and request comments
- 350.5 Prepare 90 percent plans and specifications
- 350.6 Prepare opinion of probable construction cost
- 350.7 Submit plans and specifications to OWNER
- 350.8 Attend one review meeting
- 350.9 Finalize plans and specifications

360 – IDOT Coordination

- 360.1 Provide copies of 60, 90, and 100 percent plans for IDOT review
- 360.2 Attend one review meeting with IDOT representatives
- 360.3 Coordinate design issues including drainage, access control, and construction in the vicinity of the 41st Street ramp terminal intersection
- 360.4 Coordinate I-480 planned improvements with the subdivision plans

370 – Advertising and Bidding

- 370.1 Provide a Notice to Bidders for publication
- 370.2 Provide copies of plans and specifications upon request
- 370.3 Receive requests for clarifications
- 370.4 Issue Addenda as necessary
- 370.5 Attend bid opening
- 370.6 Tabulate bids
- 370.7 Provide recommendation of award
- 370.8 Prepare construction agreement and send to contractor

PART 3.0 AUTHORIZATION

OWNER will provide separate, written authorization for each task at their discretion. Work will not proceed on a task without authorization.

PART 4.0 OWNER'S RESPONSIBILITIES:

OWNER will be responsible for the following as identified in the above Scope of Work:

- Site access
- Execution of all permits and applications
- Payment of all permit fees
- Participation in external meetings with IDOT, Corps, Public Works, Back to the River Organization, and Iowa West
- Construction document review within two weeks of submittal
- Advertisement for bidding
- Conduct bid opening

PART 5.0 PERIODS OF SERVICE:

Levee Cut and Wet Side Preliminary Design:	8 Months
Subdivision:	9 Months

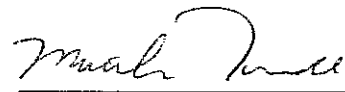
The period of service for the Levee Cut and Wet Side Improvements may be longer, depending on the permitting process.

PART 5.0 PAYMENTS TO ENGINEER:

Compensation will be based on cost plus fixed fee with a not to exceed amount of: **\$ 442,000**

Levee Penetration and Wet Side Preliminary Design:	\$ 213,500
Subdivision:	\$ 228,500

This Task Order is executed this _____ day of March, 2008.

_____ "OWNER"	HDR ENGINEERING, INC. "ENGINEER"
BY: _____	BY:  _____
NAME: _____	NAME: <u>Matthew B. Tondl, P.E.</u>
TITLE: _____	TITLE: <u>Senior Vice President</u>
ADDRESS: _____ _____	ADDRESS: <u>8404 Indian Hills Drive</u> <u>Omaha, NE 68114</u>

FEE SUMMARY

Task Series	Total Hours	Direct Labor	Total Labor	Direct Costs	Subconsultants	Total
100 - Project Management						
110 - Team Management and Project Control	94	\$4,525.60	\$13,970.53	\$347.80		\$14,318
120 - Production Guide Standards	60	\$3,650.68	\$11,269.65	\$222.00		\$11,492
130 - External Meetings	64	\$2,660.04	\$8,211.54	\$267.10		\$8,479
140 - Internal Meetings	94	\$3,697.60	\$11,414.49	\$347.80		\$11,762
200 - Levee Cut and Wet Side Improvements						
210 - External Meetings	36	\$1,705.36	\$5,264.45	\$183.70		\$5,448
220 - Levee Architectural Development	150	\$6,570.82	\$20,284.12	\$585.30		\$20,869
230 - Wetlands Delineation	108	\$3,110.40	\$9,601.80	\$450.10		\$10,052
240 - Preliminary Design	839	\$34,613.82	\$106,852.86	\$3,644.50		\$110,497
250 - Environmental Permitting	376	\$14,452.60	\$44,615.18	\$1,841.90		\$46,457
300 - Subdivision Improvements						
310 - External Meetings	12	\$546.60	\$1,687.35	\$74.70		\$1,762
320 - Preliminary Plat	562	\$19,582.54	\$60,451.30	\$2,359.70		\$62,811
330 - Prepare Phase I Final Plat	55	\$2,576.50	\$7,933.66	\$533.80		\$8,487
340 - Develop Final Demolition & Grading Plans & Specs	308	\$9,880.28	\$30,500.42	\$1,490.10		\$31,991
350 - Dev. Ph. I Final Plans & Specs for San. Swr, Storm Swr, & Paving	838	\$27,313.68	\$84,317.33	\$3,241.00		\$87,558
360 - IDOT Coordination	28	\$1,376.24	\$4,248.45	\$123.80		\$4,372
370 - Advertising and Bidding	40	\$1,664.80	\$5,139.24	\$358.10		\$5,497
TOTAL	3664	\$137,927.56	\$425,782.38	\$16,071.40	\$0.00	\$441,854

TOTAL FEE (Task Series 100, 200, 300)

\$441,854

COUNCIL COMMUNICATION

Department: Public Works
Case/Project No.: FY08-06B
Applicant

Ordinance No.
Resolution No. 08-86

Council Action: March 24, 2008

SUBJECT/TITLE

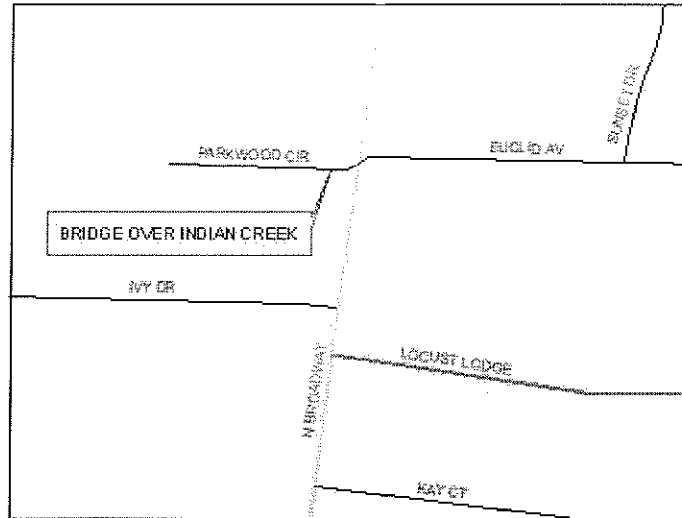
Council consideration of a resolution accepting the bid of Godbersen-Smith Construction Co. in the amount of \$502,364.94 for the Parkwood Circle Structure over Indian Creek.

BACKGROUND/DISCUSSION

- On March 18, 2008, bids were received in the offices of IDOT, Ames, Iowa as followed:


Godbersen-Smith Construction Co.	\$502,364.94
Dixon Construction	\$749,974.95
Engineer's Estimate	\$385,667.00

- This bridge was originally built in 1960 it is in very poor structural condition. Total replacement of the bridge is required and has already undergone structural modifications for support.
- The bridge replacement is eligible for HBRR federal aid. This funding is available on a statewide competitive basis. Bridges are inspected, evaluated, and scored on deficiencies. In 2007, six (6) bridges across the state qualified for funding.
- The bridge will be replaced with a 12 ft. x 22 ft. x 104 ft. box culvert. This box design will be used to eventually replace the existing open top channel along No. Broadway.
- Construction will be completed in 2008.
- This project is programmed in the CIP as project FY08-06B. Construction is funded 80% Federal Bridge Funds with city match from Sales Tax.

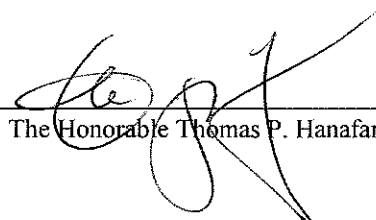


RECOMMENDATION

Approval of this resolution.



Greg Reeder, Public Works Director/City Engineer



The Honorable Thomas P. Hanafan, Mayor

RESOLUTION

No. 08-86

**RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK
TO EXECUTE AN AGREEMENT WITH
GODBERSEN-SMITH CONSTRUCTION CO. FOR THE
PARKWOOD CIRCLE STRUCTURE OVER INDIAN CREEK
FY08-06B**

WHEREAS, the plans, specifications, and form of contract for the Parkwood Circle Structure over Indian Creek are on file in the office of the IDOT, Ames; and

WHEREAS, a Notice of Public Hearing was published, as required by law, and a public hearing was held on February 25, 2008, and the plans, specifications and form of contract were approved; and

WHEREAS, Godbersen-Smith Construction Co. has submitted a low bid in the amount of \$502,364.94 for this contract.

**NOW, THEREFORE, BE IT RESOLVED
BY THE CITY COUNCIL
OF THE
CITY OF COUNCIL BLUFFS, IOWA**

That the bid of Godbersen-Smith Construction Co. in the amount of \$502,364.94 is hereby accepted as the lowest and best bid received for said work; and

BE IT FURTHER RESOLVED

That the City Council does hereby award the contract in connection with the Parkwood Circle Structure over Indian Creek with the concurrence of the Iowa Department of Transportation; and

BE IT FURTHER RESOLVED

That the Mayor and City Clerk are hereby authorized, empowered, and directed to execute an agreement with Godbersen-Smith Construction Co. for and on behalf of the City of Council Bluffs, upon approval by the City Attorney of the certificate of insurance and payment and performance bonds as required by the contract specifications.

ADOPTED

AND

APPROVED

March 24, 2008

Thomas P. Hanafan, Mayor

ATTEST:

Judith Ridgeley, City Clerk

COUNCIL COMMUNICATION

Department: Public Works
Case/Project No.: FY08-05D
Applicant

Ordinance No.
Resolution No. 08-87

First Reading March 24, 2008

SUBJECT/TITLE

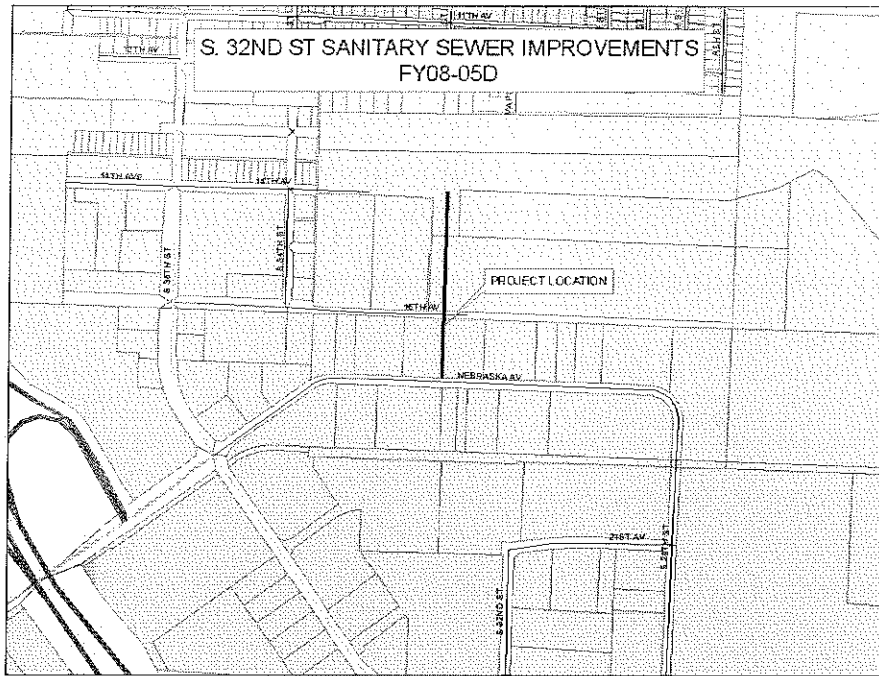
Council consideration of a resolution accepting the bid of J & K Contracting, Inc. in the amount of \$406,284.45 for the So. 32nd Street Sanitary Sewer Improvements.

BACKGROUND/DISCUSSION

- On March 11, 2008, bids were received in the city clerk's office as followed:

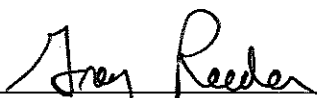
	Division I	Division II	Division IV	
	<u>General</u>	<u>Pavement</u>	<u>Sanitary Sewer</u>	<u>Total</u>
J & K Contracting	\$10,227.30	\$20,671.65	\$375,385.50	\$406,284.45
R. D. Blue Construction	\$10,651.20	\$17,281.45	\$427,410.20	\$455,342.85
Leazenby Construction	\$24,206.80	\$13,694.75	\$436,831.40	\$474,732.95
MFT Construction	\$26,931.60	\$19,430.53	\$595,403.35	\$641,765.48
Engineer's Opinion	\$22,647.00	\$21,697.50	\$430,690.00	\$475,034.50

- So. 32nd Street sanitary sewer is a major trunk line with two 30" pipes that serve the Northwest area of the city.
- The So. 32nd Street sanitary sewer was constructed in 1961 and is very poor condition.
- New sanitary sewer has been constructed south of Nebraska Avenue to the I-80 Pump Station.
- This project will construct new sanitary sewer from Nebraska Avenue north to 14th Avenue.
- Future work will construct a new pipe under the UPRR just north of 14th Avenue.
- The project is FY08-05D in the CIP and has a budget of \$500,000 funded from sales tax revenue.
- The project is scheduled for construction in the summer of 2008.

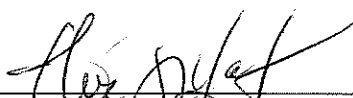


RECOMMENDATION

Approval of this resolution.



Greg Reeder, Public Works Director/City Engineer



The Honorable Thomas P. Hanafan, Mayor

RESOLUTION

No. 08-87

**RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK
TO EXECUTE AN AGREEMENT WITH
J & K CONTRACTING, LLC FOR THE
SO. 32ND STREET SANITARY SEWER IMPROVEMENTS
FY08-05D**

WHEREAS, the plans, specifications, and form of contract for the
So. 32nd Street Sanitary Sewer Improvements are on file
in the office of the City Clerk; and

WHEREAS, a Notice of Public Hearing was published, as required
by law, and a public hearing was held on February 11, 2008,
and the plans, specifications and form of contract were
approved; and

WHEREAS, J & K Contracting, LLC has submitted a low bid in the
amount of \$406,284.45 for this contract.

**NOW, THEREFORE, BE IT RESOLVED
BY THE CITY COUNCIL
OF THE
CITY OF COUNCIL BLUFFS, IOWA**

That the bid of J & K Contracting, LLC in the amount of \$406,284.45 is hereby accepted as the lowest and
best bid received for said work; and

BE IT FURTHER RESOLVED

That the City Council does hereby award the contract in connection with the So. 32nd Street Sanitary Sewer
Improvements; and

BE IT FURTHER RESOLVED

That the Mayor and City Clerk are hereby authorized, empowered, and directed to execute an agreement
with J & K Contracting, LLC for and on behalf of the City of Council Bluffs, upon approval by the City
Attorney of the certificate of insurance and payment and performance bonds as required by the contract
specifications.

ADOPTED

AND

APPROVED

March 24, 2008

Thomas P. Hanafan, Mayor

ATTEST:

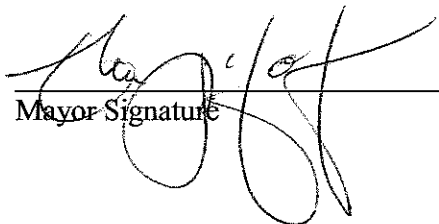
Judith Ridgeley, City Clerk

Council Communication

Department: Legal	Ordinance No.	
Case/Project No.	Resolution No. <u>08-88</u>	Council Action: <u>3/24/2008</u>
Subject/Title		
Resolution authorizing the Mayor to execute the Order Assessing Penalty for First Violation against No Frills Supermarket, 1817 West Broadway, for violating the State's tobacco laws.		
Background/Discussion		
Compliance checks on December 10, 2007, resulted in a citation being issued to an employee of No Frills Supermarket, 1817 West Broadway, for providing tobacco to minors. We are pursuing civil penalties against the permittee. Representatives of No Frills appeared at the study session on Monday, March 10, 2008, to be heard on this issue. Based on the evidence provided, this City Council found that penalties should be assessed against No Frills for providing tobacco to a minor. A resolution has been prepared authorizing the Mayor to execute the Order Assessing Penalty for First Violation against No Frills, 1817 West Broadway.		
Recommendation		
Authorize the Mayor to execute Order Assessing Penalty for First Violation against No Frills Supermarket, 1817 West Broadway, for violating the State's tobacco laws.		

Don Bauermeister, Asst. City Attorney

Department Head Signature



Mayor Signature

RESOLUTION NO. 08-88

A RESOLUTION authorizing the Mayor to execute the Order Assessing Penalty for First Violation against No Frills Supermarket, 1817 West Broadway, for violating the State's tobacco laws.

WHEREAS, following public hearing regarding violation of Iowa Code Section 453A.2(1), for selling, giving, or otherwise supplying tobacco, tobacco products, or cigarettes to a person under eighteen years of age, and based upon evidence provided, it is hereby ordered that a civil penalty of a \$300 fine be assessed against No Frills Supermarket, 1817 West Broadway, Council Bluffs, Iowa, to be paid as set forth in the Order attached hereto and made a part hereof.

NOW, THEREFORE, BE IT RESOLVED
BY THE CITY COUNCIL
OF THE
CITY OF COUNCIL BLUFFS, IOWA:

That the Mayor is hereby authorized to execute the Order Assessing Penalty for First Violation against the above permittee; and

BE IT FURTHER RESOLVED

That this sanction shall count as a first violation for the above-mentioned permittee of Iowa Code Section 453A.2(1), pursuant to Iowa Code Section 453A.22(2)(a).

ADOPTED
AND
APPROVED March 24, 2008

THOMAS P. HANAFAN Mayor

Attest:

JUDITH RIDGELEY City Clerk

BEFORE THE CITY COUNCIL
FOR THE CITY OF COUNCIL BLUFFS, IOWA

IN RE:

No Frills Supermarket
1817 West Broadway
Council Bluffs, IA 51501

ORDER ASSESSING PENALTY
FIRST VIOLATION

ON this 24th day of March, 2008, following public hearing on the matter, the City Council finds that, based upon evidence submitted by the Council Bluffs City Attorney's Office, the above-captioned permittee committed a violation of Iowa Code Section 453A.2(1), by selling, giving, or otherwise supplying any tobacco, tobacco products, or cigarettes to any person under eighteen years of age.

THEREFORE, the City Council for the City of Council Bluffs, Iowa, hereby ORDERS a \$300.00 civil penalty be remitted by the above-captioned permittee, to the City of Council Bluffs, check made payable to the City of Council Bluffs, Iowa, on or before the 21st day of April, 2008. This sanction shall count as a first violation of Iowa Code Section 453A.2(1), pursuant to Iowa Code Section 453A.22(2)(a). Be advised that failure to pay the civil penalty by this date shall result in the **automatic suspension** of your cigarette permit for a period of **fourteen (14)** days in addition to the \$300.00 fine.

THOMAS P. HANAFAN Mayor

Attest:

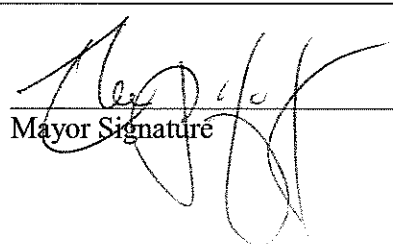
JUDITH RIDGELEY City Clerk

Council Communication

Department: Legal	Ordinance No. Resolution No. <u>08-89</u>	Council Action: <u>3/24/2008</u>
Case/Project No.		
Applicant.		
SUBJECT/TITLE		
<p>Resolution to authorize the Mayor to execute an agreement with the Council Bluffs Chamber of Commerce to provide Convention and Visitors Bureau Services for the City of Council Bluffs.</p>		
BACKGROUND		
<p>The current agreement with the Chamber of Commerce to provide CVB services for the city will expire on June 30th of this year. The Chamber presented a proposed extension of this agreement to the Council Bluffs Arena and Convention Center Commission at its March meeting. The agreement provides for the Chamber to provide the same services that they currently provide. The only changes from the current agreement are the term, from 3 years to 5 years, and the consideration. When the Arena Project was being put together there was a development agreement entered which provided for \$360,000 of hotel/motel dollars to be allotted to Convention and Visitors Bureau activities; it also provided for 3% annual increases. The proposal calls for consideration to be increased to \$400,000 for the first year of the extension and then 7.5% increases annually for the balance of the agreement. The \$400,000 is about \$7000 more than what a 3% increase over the current year would be. There is no specific fund targeted to pay these additional amounts, but the Chamber does point out that the City's share of the hotel tax revenue has increased by \$415,309 over the last 4 years. Under the development agreement referenced above, the City's hotel/motel revenue is divided in the following fashion: 61% to the City, \$50,000 to the City is to be placed in the capital depreciation fund for the arena/convention center, \$200,000 to the operating fund of the arena/convention center, \$360,000 to be used for convention and visitors bureau activities (with 3% annual increase), and the balance to the Iowa West Foundation to reimburse for up to \$5,000,000 through the year 2013. For the current fiscal year it is projected that the IWF will receive about \$303,546. As stated above, it is suggested that the additional monies come from the increasing amount of hotel/motel tax revenue it is receiving from its 61% share of the proceeds.</p>		
Recommendation		
<p>It is the recommendation of the Council Bluffs Arena and Convention Center Commission that the proposed agreement be approved and that the Mayor be authorized to execute same on behalf of the City.</p>		

Richard Wade

Department Head Signature



Mayor Signature

7L

PREPARED BY: City Legal Department, 209 Pearl Street, Council Bluffs, IA 51503
RETURN TO: City Clerk, 209 Pearl Street, Council Bluffs, IA 51503

RESOLUTION NO. 08-89

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF COUNCIL BLUFFS AND THE COUNCIL BLUFFS CHAMBER OF COMMERCE FOR THE OPERATION OF A CONVENTION AND VISITORS BUREAU.

WHEREAS, the City and the Chamber have worked together to draft an agreement for the promotion of the City of Council Bluffs; and

WHEREAS, the promotion of Council Bluffs as a convention and visitor attraction is a legitimate public purpose.

NOW, THEREFORE, BE IT RESOLVED

BY THE CITY COUNCIL

OF THE

CITY OF COUNCIL BLUFFS, IOWA

That the Mayor is hereby authorized and directed to execute the agreement between the City and the Council Bluffs Chamber of Commerce for the operation of a Convention and Visitors Bureau.

ADOPTED
AND
APPROVED March 24, 2008

Thomas P. Hanafan, Mayor

ATTEST: _____
Judith Ridgeley, City Clerk

C.A. 3/24/08

AGREEMENT BETWEEN THE CITY OF COUNCIL BLUFFS
AND THE
COUNCIL BLUFFS AREA CHAMBER OF COMMERCE

THIS AGREEMENT is by and between the City of Council Bluffs, Iowa (hereinafter referred to as City) and the Council Bluffs Area Chamber of Commerce (hereinafter referred to as "Chamber").

WHEREAS, promotion of the City of Council Bluffs as a convention site and a visitor attraction is a legitimate public purpose which the City desires to undertake; and

WHEREAS, the Chamber has made a proposal to provide these services to the city under certain terms and conditions.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Establishment. The Chamber has organized, managed, and operated the Council Bluffs Area Convention and Visitors Bureau (hereinafter referred to as Bureau) in compliance with all state and federal laws applicable to a nonprofit corporation as defined in Section 501 (c) (6) of the Internal Revenue Code since 1993. Chamber now wishes to continue its' agreement for such services.
2. Purpose. The purpose of the Bureau will be to improve and develop the economic welfare of the City through the promotion of the city as both a convention site and a visitor attraction focusing on the expansion of the hotel/motel tax base and the promotion and marketing of all visitor attractions and the hospitality industry in and around Council Bluffs.
3. Term. The term of this agreement shall be for three five years commencing on July 1, 2005 8 and terminating on June 30, 2008 13. At anytime, throughout the term of this agreement, either party shall have the right to terminate this agreement with or without cause. To terminate the agreement prior to the end of its stated term, one party must give the other party written notice of such intent at least 180 days prior to the effective date.
4. Consideration. The city shall pay the Chamber \$360,500 \$400,000 in year one of the agreement with a 3% 7.5% increase in funding in each of the following two four years to provide the services set out in this agreement and not other Chamber activities. (Year 2 - \$430,000, Year 3 - \$462,250, Year 4 - \$497,000, Year 5 - \$534,000). These monies shall be expended in a fashion consistent as outlined in this contract.
5. Payments. Payments shall be made on a quarterly basis with the first payment being due on July 1, 2005 8. The payments shall be made in four equal installments. Carryover of monies shall be permitted for the purpose of maximizing the effect of the programs.

6. Condition Precedent. As a condition precedent to the payments required by the City pursuant to this agreement, the city must be in receipt of hotel-motel tax dollars in an amount sufficient to meet the obligation. It is understood by the parties that no other source of revenue from the City shall be utilized to satisfy the obligation.
7. Budget. A proposed budget shall be submitted to the city by September 1 of each year for approval by the city council. If at the end of a Chamber fiscal year (September 30) carry over monies exist, as addressed in paragraph 5, the Chamber shall submit an amended budget to the Mayor that incorporates said funds no later than November 1 of said year.

Duties of the Bureau:

Sales and Service

The Bureau shall compile a list of convention, group and sports contacts that it shall continually develop through telephone calls, personal visits, and through any other efforts during the term of this contract. The Bureau shall further allow City administrators to view and examine said list during reasonable business hours and upon reasonable advanced notice. Any administrator viewing, examining, or processing such list shall keep it confidential to the extent permitted by law.

Conventions: The Bureau will target meeting planners for local, state, regional, and national conventions, conferences, and meetings. It shall promote Council Bluffs as a convention destination for groups. Strategies shall include a direct-sales effort combining telephone calls, personal visits, trade shows, web site operation, direct mail-database marketing, and other promotions which showcase the Mid America Center and other meeting and convention space in Council Bluffs. The Bureau shall coordinate its efforts at marketing conventions and meetings through the Council Bluffs Arena Authority and its contracted management so as to promote the Mid America Center in an effective and efficient manner. The Bureau will also coordinate with private sector facilities to maximize the convention and meeting business choosing Council Bluffs.

Group Tours: The Bureau will target tour groups in select markets, concentrating on attracting overnight group tour business. As part of group sales, the bureau will work with multiple local groups and attractions to plan, organize, and establish on-going annual events and activities which will attract and provide activities for specialized tours, leisure visitors, and the general public. Strategies will include a direct-sales effort combining telephone calls, personal visits, site visits, trade shows, direct mail/database marketing, web site operation, and other promotions that showcase the city as a destination for tour groups.

Sporting Tournaments and Activities: The Bureau will target and market to sporting tournaments and events that require the coordination of multiple hotel properties and using area facilities. The Bureau will market to and attend functions with sporting event/tournament planners promoting Council Bluffs as a prime site for both youth and adult sporting events. Strategies will include a direct-sales effort combining telephone calls, personal visits, site visits, trade shows, direct mail/database marketing, web site operation, and other promotions that showcase the city as a viable location for tournaments and events.

General Marketing

The overall tourism and convention business of the City by the Bureau will generally include the type of activities described below.

- Publishing of sales and promotional materials including brochures and other necessary collateral materials.
- Responding to all travel-related visitor and media inquiries via the toll-free telephone number, website/email, walk-in travelers and mail inquires.
- Maintenance of a “Leading Edge” web site in cooperation with the Chamber of Commerce and its partners. This includes the overall imaging/design of the web site, information updates including a city-wide calendar of events and interactive web site pages to encourage repeat visitors to the Council Bluffs web site.
- Placement of advertising consistent with identified markets.
- Distribution of Council Bluffs travel guides and visitor information to “welcome centers” and other distribution points.
- Participation in special events which have strong potential for overnight tourism promoting Council Bluffs as a travel destination.

Administrative

The Chamber of Commerce will provide administrative services including, but not limited to, the below listed services.

- Day-to-day management/oversight
- Secretarial and telephone reception services
- Accounting and payroll services
- Employee Benefits Administration
- Office space
- Furniture/fixtures
- Utilities
- Office equipment, computers, and supplies
- Employee parking
- Legal services
- Insurance

Compliance with Policies

While performing the herein described services for the City, the Chamber shall comply with the booking policies of the Mid America Center as adopted by the Council Bluffs Arena Authority and other facilities.

Quarterly Commission Reports – The Chamber shall provide to the Council Bluffs Arena and Convention Center Commission a written quarterly report. This report shall address the prior quarter's activities as they relate to the Mid America Center and set out the Bureau's anticipated convention marketing activities for the upcoming quarter. The purpose of these reports is to update the commission on marketing and sales efforts relating to the Mid America Center and shall be placed on the agenda for review by the Commission at the Commission meeting following the end of each quarter.

Quarterly City Council Reports - The Chamber shall provide to the Mayor and the City Council written quarterly reports. These reports shall address the prior quarter's activities and finances as they relate to all operations of the Bureau and set out the Bureau's anticipated marketing activities and expenses for the upcoming quarter. The purpose of these reports is to update the Council and the Mayor on the overall marketing and sales efforts of the Bureau. These reports will be included as part of the Council agenda as determined by the Mayor.

Records and City's right to access

The Chamber shall keep full and accurate accounting records related to its activities pursuant to this contract in accordance with generally accepted accounting principles. The Chamber shall maintain a system of bookkeeping adequate for its duties set forth herein. The Chamber shall give the Mayor or his designee access to such books and records maintained by the Chamber's office during reasonable business hours and upon reasonable advanced notice. The Chamber shall preserve for at least three years following each fiscal year all sales slips, agreements, purchase orders, sales books, credit card invoices, bank books, or duplicate deposit slips, and other evidence of revenues and expenses for such period.

Confidential Records

Subject to Chapters 21 and 22 of the Iowa Code, the City agrees that it shall keep secret and confidential any and all confidential records obtained from the Chamber pursuant to this agreement. Confidential records shall be those specifically identified as such in Section 22.7 of the Iowa Code.

IN WITNESS of the agreement and as authorized representatives of our respective entities, we have affixed our signature below.

City of Council Bluffs

Council Bluffs Chamber of Commerce

Thomas P. Hanafan, Mayor

Bob Mundt, President/CEO

Date

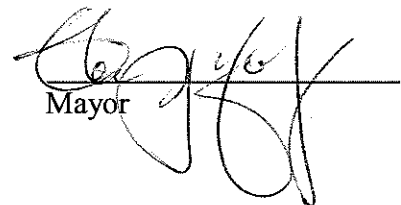
Date

Council Communication		
Department: Public Works Division: Building	Resolution No. <u>08-90</u>	Council Action: <u>3/24/2008</u>
Subject/Title		
Proposed resolution to amend some of the fees for the Title 13 Schedule of Fees of the Municipal Code.		
Background/Discussion		
<ol style="list-style-type: none"> 1. Currently there is a \$15.00 permit issuance fee for certain permits (electrical, plumbing, utility, mechanical, and grading). Our permitting software has the capability for the contractor to apply on-line with pay-pal payment. Therefore to reduce our work load and provide incentive to the contractor, the proposal is to have a reduced fee of \$8.00 for computer online originated applications. 2. MidAmerican Energy disconnects the electrical service when a structure is vacant for more than six months. When the building is re-occupied there is an electrical inspection approval required by MidAmerican prior to re-energizing the service. Currently there is no fee for this inspection. Proposed is a fee of \$30 for this inspection to cover City costs. 3. In 2005, there was Council action to create a demolition contractor as a part of Municipal Code Chapter 13.05 but the resolution for the fees was tabled. Therefore, a biennial license fee of \$100 is proposed to be included in the Schedule of Fees. 4. There was recent Council action to move the sign code from Chapter 13.08 to a new Chapter 13.40. This proposal is to amend the reference location of the sign permit fee and license fee from Chapter 13.08 to Chapter 13.40 in the Schedule of Fees. 		
Recommendation		
The Public Works Director and the Building Official recommend that the City Council favorably consider this proposed resolution to pass it into law.		

Public Works Director

Building Official

Mayor



7M

Resolution to amend the **Schedule of Fees**
for Title 13 of the Municipal Code of Council Bluffs, Iowa

Section	Description	Existing Fee	Proposed Fee
13.05.030	Permit issuance fee	\$15.00	no change
13.06.100	Online application fee	na	\$ 8.00
13.08.180	Supplemental fee	\$ 5.00	no change
13.09.080			
13.12.060			
13.16.120			
13.18.050			
13.21.030			
13.26.030			
13.27.010			
13.33.050k			
13.40.040			
13.16.120	Electrical inspection for restoration of electrical power	na	\$ 30.00
13.05.090	Demolition Contractor – biennial	na	\$ 100.00
13.08.370	Sign permit fees – signage area / per square foot	\$ 1.00	no change
13.40.040		Per sq. ft.	
13.08.	Sign Contractor license fees – biennial	\$ 100.00	no change
13.40.050			

na = not an existing fee

RESOLUTION No. 08-90

A Resolution to create and amend some of the fees currently appearing in the City's Schedule of Fees for Title 13 of the Municipal Code.

WHEREAS, the City of Council Bluffs has established a "Schedule of Fees" that sets forth fees and permit costs authorized by certain Municipal Code Title 13 sections; and,
WHEREAS, the City Council creates, amends, and/or deletes certain fees found in the Municipal Code Title 13 by this Resolution; and,
WHEREAS, this Resolution reflects some of the fees to be imposed by the City of Council Bluffs in Title 13 of the Municipal Code.

NOW, THEREFORE, BE IT RESOLVED
BY THE CITY COUNCIL
OF THE
CITY OF COUNCIL BLUFFS:

That the Schedule of Fees for Title 13 of the Municipal Code is hereby amended, adopted and approved by the City Council.

Adopted
And
Approved: March 24, 2008

Thomas P. Hanafan, Mayor

Attest: _____
Judith H. Ridgeley, City Clerk

Council Communication

Department: Health – Solid Waste Division Case/Project No. Applicant: Donn Dierks	Ordinance No. _____ Resolution No. _____	Date: <u>March 17, 2008</u>
Subject/Title		
Resolution approving the purchase of 38,000 - 18 gallon recycling bins and 19,000 lids for the aforementioned bins for the upcoming curbside recycling program.		
Background/Discussion		
<p>Bid specifications were sent to four companies that manufacture 18 gallon recycling bins. Three bids were received because one company does not manufacture a lid for the bin they sell. The three bidders each sent samples of their product for us to test. SCL A-1 Plastics came in with the lowest bid, however their warranty is pro rated after one year and the other two bidders have a five year warranty. In addition, they did not meet specifications on the lid, which is flat, not domed and difficult to remove. Busch Systems was the 2nd lowest bidder. Although the Busch Systems bin does carry a 5 year warranty, the bin wall thickness and bin weight did not meet specifications. Of the three bins, this bin was the most flimsy. The lid for the Busch Systems bins was also flat. The Rehrig Pacific bid was the most expensive. This bin however, does carry a five year warranty. The wall thickness is largest of the three bins tested. It has a domed lid that will provide up to an additional two gallon of space. It also has the largest area on the sides that can be imprinted with a customized message. After several drop tests of our own, the Rehrig Pacific bin seems to stand up best to wear and tear that these containers will be subject to over the next several years.</p>		
Recommendation		
I would recommend that the Mayor and City Council approve the bid submitted by Rehrig Pacific.		

Department Head

Mayor Signature

7 N

Curbside Bin Comparison

	SCL A-1 Plastics	Busch Systems	Rehrig Pacific	Otto Env. Systems
Bin Capacity	18	18	18	no bid
Material	HDPE ???% recycled	HDPE 35% recycled	HDPE 25% recycled	no bid
UV stabilizer	Yes	yes 5 year rating	yes - 2% by weight	no bid
Color	Blue	Blue	Blue	no bid
Weight (lbs)	5	3.95	4.5	no bid
Nesting / Stacking	6.6:1	12:1	5.5:1	no bid
Dimensions (L x W x H)	25.75-21.5 x 16.25-12.5 x 14.5	23.625-19.75 x 15.625 x 12.5 x 14.375	25-20 x 18-14 x 14-13	no bid
Measured Wall Thickness	0.101	0.089	0.116	no bid
Construction	injection molded	injection molded	injection molded	no bid
Bottom Pattern	smooth	raised feet four corners	anti-slide	no bid
Spillage Retention	small amounts	12 oz	16 oz	no bid
Testing	drop test attached	drop test attached "Council Bluffs Recycles" and recycling loop - no other customization	drop test attached	no bid
Brand / ID Area	7.5"x 7.5" area customized		8" x 8" area customized	no bid
Lid	flat	flat	domed w/ 2 gal capacity	no bid
Warranty	1 yr 100%, 4yr pro-rated material and workmanship	5yr material and workmanship full coverage not pro-rated	5yr material and workmanship full coverage not pro-rated	no bid
Bin Price	\$5.34	\$5.53	\$5.75	no bid
Lid Price	\$3.23	\$2.97	\$3.08	no bid
Total Bid	\$264,294.00	\$266,570.00	\$277,020.00	no bid
Difference	\$0.00	\$2,276.00	\$12,726.00	no bid

Curbside Bin Reference List

Customer	Contact	Phone Number	Units Supplied
Busch Systems			
Lancaster County Pennsylvania City of Jacksonville, FL City of Concord, NC	Julie Burt Barbara Ghee John Yvars	717-291-4714 904-630-4185 704-786-6161	???
SCL A-1 Plastics			
Massachusetts Dept of Environmental Protection City of Grand Rapids, MI City of Maple Grove, MN City of Charlotte, NC City of Allentown, PA City of Toronto, ON City of Barrie, ON Rhode Island Resource Recovery Corporation City of Loveland, CO	Peggy Harlow Leslie Kohn Frank Kampell Alvin Woods Sue Mancino John Oliver Tracy Quann-Straser Mike Mesolella Bruce Philbrick	617-292-5861 616-456-4188 763-494-6365 704-336-2563 610-437-8729 416-392-7738 705-739-4220 401-942-1430 970-962-2529	770,000+ 37,000 10,000 98,000 178,000 900,000 99,000 300,000 35,000
Rehrig-Pacific Company			
City of Davenport, IA City of Cedar Rapids, IA Metro Waste Authority, IA City of Omaha, NE Waste Connections, Papillion, NE City of Dubuque, IA	Tom Bylund Mark Jones Beth Shonts Paul Dunn Jon Bierd Paul Schultz	563-326-7732 319-286-5897 515-323-6525 402-444-3915 402-861-2213 563-589-4250	45,000+ 48,000+ 30,000+ 20,000+ 20,000+ 20,000+

Curbside Bin Reference List

Customer

Rehrig-Pacific Company continued

Customer	Contact	Phone Number	Units Supplied
Deffenbaugh Industries	Terry Garrison	402-731-3333	51,000+
Anne Arundel County, MD	Angie McConnell	410-222-7952	270,000+
City of Denver, CO	Julie Klein	720-865-6805	105,000+
City of Minneapolis, MN	Susan Young	612-673-2433	89,000+
Palm Beach County, Solid Waste Authority	Collin Cassidy	561-640-4000	177,000+
BFI- various branches	various		156,000+
Waste Management	various		107,000+

Resolution No. 08-91

**RESOLUTION DIRECTING THE MAYOR AND CITY CLERK TO AWARD THE 18 GALLON
CURBSIDE RECYCLING BIN BID TO REHRIG PACIFIC**

WHEREAS, the City has a need to purchase 38,000 - 18 gallon curbside recycling bins and 19,000 recycling bin lids for upcoming curbside recycling program in the Solid Waste Management Division of the Public Health Department; and

WHEREAS, bids have been received by the City with the lowest and best bid meeting City Specifications and Requirements being that of Rehrig Pacific for the nest cost to the City of \$277,020.00; and

WHEREAS, this City Council deems the purchase of these recycling bin and corresponding lids to be in the best interest of the City of Council Bluffs, Iowa:

NOW, THEREFORE, BE RESOLVED
BY THE CITY COUNCIL
OF THE
CITY OF COUNCIL BLUFFS, IOWA

That the bid for the 18 gallon recycling bins and corresponding lids be awarded to Rehrig Pacific.

ADOPTED
AND
APPROVED March 24, 2008

Thomas P. Hanafan, Mayor

ATTEST: _____
Judith Ridgely, City Clerk

City Council Communication

Department: Community Development Applicant: John and Margaret LaBounty 109 Pearl Street, Council Bluffs, IA 51503 Case #ENC-08-001	Resolution to Grant No. <u>08-92</u>	Public Hearing: 3/24/08, continued by prior City Council action
Subject/Title Request to encroach into the South Main Street public right-of-way located adjacent to 109 Pearl Street to allow construction of an ADA compliant access ramp.		
Background and Discussion <p>The applicant purchased the property at 109 Pearl Street for residential and commercial use. In order to accommodate commercial use on the first floor the structure must be handicap accessible. Because the structure extends from lot line to lot line there is no additional lot area to construct an ADA compliant ramp on the exterior of the building.</p> <p>A policy was adopted by the City Council on January 28, 2008 establishing a procedure for allowing intrusions into the public pedestrian way in the C-3 and C-4 districts. The City Council granted an easement for an encroachment in the Pearl Street right-of-way at a previous meeting. Compensation was not established and as such the easement has not been conveyed.</p> <p>The request to build a ramp which would encroach into the South Main Street right-of-way was not approved at that time. The proposed design and appearance of the ramp was not consistent with the policy. The applicant has submitted a revised plan that is consistent with the intent of the policy. The ramp will have a concrete deck, metal handrail (similar to the original rail as seen on a historical photo of the building entrance), and will be 'skirted' with masonry brick on a footing as shown on the elevation drawing. The note regarding screen mesh under the ramp is not accurate and is not acceptable. It is assumed the note was not removed following revisions to the plan. The brick will match that of the existing building in order to compliment the structure. The proposed encroachment area is shown on Attachment 'A'. The proposed ramp design is shown on Attachment 'B'.</p> <p>Compensation was not established for the approved encroachment into the Pearl Street right-of-way or the proposed encroachment. One such amount to consider could be based on a per-square-foot assessed valuation of the adjacent land. In this case \$4.39/ft. Using that example:</p> <p style="padding-left: 40px;">Pearl Street encroachment would be valued at approximately: 54.67 ft/sq. x \$4.39= \$240.00 ; South Main Street encroachment would be valued at approximately: 185.2 ft/sq. x \$4.39= \$813.00.</p> <p>Easement conveyance is not effective until the compensation is established by the City Council, recorded and received from the applicant. The building permit will not be issued until such time as the conveyance is complete.</p>		
Attachments Attachment A: Easement plat Attachment B: Proposed encroachment design as submitted by the applicant		
Prepared by: Rose Brown, Urban Planner, Community Development Department		

Return to: City Clerk, 209 Pearl Street, Council Bluffs, IA 51503 - Phone: 328-4616
Prepared by: Community Development Dept., Council Bluffs, IA 51503 - Phone: 328-4629

RESOLUTION NO. 2008- 92

A RESOLUTION ESTABLISHING THE MONETARY COMPENSATION FOR GRANTING AN EASEMENT AND CONVEYING CERTAIN PROPERTY RIGHTS IN THE SOUTH MAIN STREET RIGHT-OF-WAY ADJACENT TO LOT 3, BLOCK 9, BAYLISS 1ST ADDITION, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA, AS APPROVED BY RESOLUTION NUMBER 2008-41 ON March 24, 2008.

WHEREAS, on March 24, 2008, this City Council approved Resolution Number 2008-41 and

WHEREAS, this resolution approved granting an easement on City right-of-way; and

WHEREAS, consideration for this easement was not established at the time the Resolution 2008-41 was approved and the sole purpose of this resolution shall be to establish the cost for this easement.

NOW, THEREFORE, BE IT RESOLVED

BY THE CITY COUNCIL

OF THE

CITY OF COUNCIL BLUFFS, IOWA:

Compensation for granting the easement, as described in Resolution 2008-41 shall be set at \$ _____; and

BE IT FURTHER RESOLVED

That all of the terms and conditions in Resolution 2008-41 shall be in full force and effect.

ADOPTED

AND

APPROVED March 24, 2008

Thomas P. Hanafan, Mayor

ATTEST:

Judith H. Ridgeley, City Clerk

STATE OF IOWA)
COUNTY OF) ss
POTTAWATTAMIE)

On this ____ day of _____, before me the undersigned, a Notary Public in and for said County and said State, personally appeared Thomas P. Hanafan and Judith H. Ridgeley, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk respectively, of the said City of Council Bluffs, Iowa, a Municipal Corporation, that the seal affixed hereto is the seal of said Municipal Corporation; that said instrument was signed and sealed on behalf of the said City of Council Bluffs, Iowa, by authority of its City Council; and that said Thomas P. Hanafan and said Judith H. Ridgeley, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said City, by it and by them voluntarily executed.

Notary Public in and for said State

Planning Case #ENC-08-001

RETURN TO: CITY OF COUNCIL BLUFFS, IOWA
ATTN: CITY LEGAL DEPARTMENT
OR CITY CLERK
209 PEARL STREET
COUNCIL BLUFFS, IA 51503

CITY CLAIM NO. _____

NOTICE OF CLAIM/LOSS

NAME OF CLAIMANT: Ronald mark Nelson DAY PHONE: 402 598 7868

ADDRESS: 530 Benson St. Co. Bluffs DOB: 8-27-65 SS#: ?

DATE & TIME OF LOSS/ACCIDENT: 2-14-08 10:41 am

LOCATION OF LOSS/ACCIDENT: 530 Benson Street

DESCRIPTION OF LOSS/ACCIDENT: CBFD Ambulance had turned into a driveway to turn around and backed into our mailbox

(USE BACK OF FORM, IF NECESSARY)

TOTAL DAMAGES CLAIMED: \$ 163.38

WITNESS(ES) (Name(s), Address(es), Phone No(s).)

Gordon Diener - 611 Benson St. Co. Bluffs, IA
712-322-0400

WAS POLICE REPORT FILED ☒ YES ☐ NO

IF MEDICAL ATTENTION WAS REQUIRED, PLEASE PROVIDE NAME, ADDRESS, AND TELEPHONE NO. OF TREATING PHYSICIAN AND FACILITY:

HAVE YOU RESUMED NORMAL ACTIVITIES? ☐ YES ☐ NO

IF YOU INCURRED PROPERTY DAMAGE, PLEASE DESCRIBE AND PROVIDE COPIES OF PHOTOGRAPHS, ESTIMATES, INVOICES, AND ANY OTHER RELEVANT INFORMATION:

LIST INSURANCE PROVIDER AND COVERAGE:

I HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE ABOVE INFORMATION IN SUPPORT OF MY CLAIM IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

NOTE: IT IS A FRAUDULENT PRACTICE PUNISHABLE BY FINE OR IMPRISONMENT TO KNOWINGLY MAKE A FALSE CLAIM (SECTION 714.8(3), CODE OF IOWA)

3-3-08
DATE

Ronald M Nelson
CLAIMANT'S SIGNATURE

8A

MAR 5 2008



PICKING LIST - GUEST COPY

STORE # 3082 CCJB
3200 Manawa Centre Drive
Council Bluffs, IA 51501

PHONE: (712) 366-6955
FAX: (712) 366-6954

CASHIER - PRESS RECALL TRANS
AND SCAN BARCODE ==>

COUB 84539



CASHIER:

PAGE 1 OF 1

PLEASE STAPLE
RECEIPT HERE.

SOLD BY: SSS
DATE: 02/17/08

GUEST NAME - ADDRESS - PHONE

Nelson, Ron

Ph: (712) 256-6845

QUANTITY	DESCRIPTION	SKU NUMBER	UNIT PRICE	EXTENDED PRICE
1 EACH	4X4-6' AC2 TREATED GC	ARSENIC FREE LW 111-2201	5.25	5.25

52546 07 6756 02/17/08 03:17PM 3082

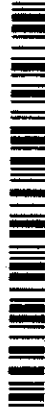
TOTAL NUMBER OF ITEMS = 3
THANK YOU, YOUR CASHIER, Terry

EFT DEBIT 02/17/08 15:18:03
NETWORK ID 0023 APP CODE 008460
REF# 021768041001 PRIMARY ACCT

24" POST SUPPORT 6.99
1712808
CLASSIC POST MOUNT C 48.99
2150314
TOTAL 59.23
TAX AT 7% 4.15
TOTAL SALE 63.38
DEBIT CARD 7372 63.38

ORDER 84539
4X4-6' AC2 TREATED - PICK 5.25
1112201
ORDER SUBTOTAL 5.25
END OF ORDER

Sale Transaction



Allowable returns for items on this receipt will be in the form of an in store credit voucher if the return is done after 05/17/08

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

MENARDS - CNCL BLFFS
3200 Manawa Centre Dr
Council Bluffs, IA 51



This is a quote valid today. Upon payment this quote becomes a yard picking list subject to the terms and conditions below. Quantities listed above may exceed quantities available for immediate pick-up. Product is not held for a specific guest, but instead is available to the buying public on a first come, first serve basis. Please pickup all purchases made on this picking list immediately. Failure to pick up products on this picking list today will result in additional charge to you if, on the day of pick up, the retail price of the products are higher than on the day purchased. Menards liability to you is limited to refunding your original purchase price for any product not picked up.

Guest Instructions:

1. Take this picking list to a cashier to pay for the merchandise.
2. Enter the outside yard to pick up your merchandise. (All vehicles are subject to inspection.)
3. Load your merchandise. (Menards Team Members will gladly help you load your materials but cannot be held liable for damage to your vehicle.)
4. When exiting the yard, present this list to the Gate Guard. (The Gate Guard will record the items you are taking with you.)
5. Sign the Gate Guard's signature pad verifying you've received the merchandise.

Our insurance does not allow us to tie down or secure your load, trunk lid, etc. For your convenience, we supply twine, but you will have to decide whether or not your load is secure and if the twine supplied is strong enough. If you do not believe the twine will suffice, stronger material can be purchased inside the store.

READ THE TERMS AND CONDITIONS CAREFULLY. All returns are subject to Menards' posted return policy. In consideration for Menards low prices you agree that if any merchandise purchased by you is defective, Menards will agree to exchange the merchandise or refund the purchase price based on the form of original payment. You agree that there shall be no other remedy available to you. If there is a warranty provided by the manufacturer, that warranty shall govern your rights and Menards shall be selling the product "AS IS." Oral statements do not constitute warranties, and are not a part of this contract. The guest agrees to inspect all merchandise prior to installing or using it. **UNDER NO CIRCUMSTANCES SHALL MENARDS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.** MENARDS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE MERCHANDISE. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its applicable Consumer or Commercial Arbitration Rules, and judgments on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The guest agrees to these terms and conditions through purchase of merchandise contained on this document.

PRE-TAX TOTAL:

5.25

THIS IS NOT A RECEIPT

GATE GUARD - SCAN HERE ==>





PETERS
LAW FIRM,
P.C.

233 PEARL STREET
P.O. BOX 1078
COUNCIL BLUFFS,
IOWA 51502-1078
712-328-3157
FAX: 712-328-9092

GLENWOOD OFFICE
10 NORTH WALNUT
P.O. BOX 189
GLENWOOD, IA 51534
712-527-4877
FAX: 712-527-3418

NEOLA OFFICE
401 FRONT STREET
P.O. BOX 282
NEOLA, IA 51559
712-485-2265

JAMES A. CAMPBELL*
DENNIS M. GRAY*
JAMES A. THOMAS*
LYLE W. DITMARS*
SCOTT H. PETERS*
JOHN M. McHALE*
JACOB J. PETERS*
LEO P. MARTIN*
SCOTT J. ROGERS*
JON E. HEISTERKAMP*
JOHN M. FRENCH*
MATTHEW G. WOODS
JOHN C. RASMUSSEN*
JOHN D. KWAPNOSKI*
JUSTIN R. WYATT*
SARAH J. STILWILL
*Also Admitted in NE

March 5, 2008

Judith Ridgeley
City Clerk of Council Bluffs
209 Pearl Street
Council Bluffs, Iowa 51503

RE: SHS Properties v. Pottawattamie County Board of Review

We are the attorneys for the Pottawattamie County Assessor / Board of Review.

The Board and the taxpayer named above have reached a settlement of the assessment protest case filed by the taxpayer. Enclosed is a copy of the Stipulation and Order.

Iowa Code Section 441.44 provides that the settlement is not valid unless written notice is served on the taxing bodies. So, enclosed is an Acceptance of Service for your signature.

Please let me know if you have any questions or comments. If not, please sign and return the acceptance to me. An envelope is enclosed for your convenience.

PETERS LAW FIRM, P.C.

By: _____

John C. Rasmussen

JCR:

G:\LWD\28226\Ltr\Ridgeley 03-05-08

JB

COUNCIL BLUFFS
CITY CLERK
2008 MAR -6 P 12:58

IN THE IOWA DISTRICT COURT FOR POTTAWATTAMIE COUNTY

SHS PROPERTIES, L.L.C.

Plaintiff,

vs.

POTTAWATTAMIE COUNTY
BOARD OF REVIEW,

Defendant

CASE NO. CVCV 095026

**STIPULATION FOR
VOLUNTARY SETTLEMENT**

COME NOW, the parties and hereby state that based upon new evidence having been presented to the Pottawattamie County Board of Review (the "Board"), it is hereby stipulated by and between the parties as follows:

1. The parties have entered into this Stipulation to avoid the expenses, inconveniences, burdens and uncertainties of additional litigation regarding the assessment against Plaintiff's property. Accordingly, in reliance on the representations contained herein and in light of the mutual promises, covenants, obligations and consideration contained herein, and intending to be legally bound thereby, the parties mutually desire to reach a full and final compromise and settlement of any and all issues arising out of the property tax assessment against Plaintiff's property from the January 1, 2007, assessment valuation date (the "Assessment Valuation Date"). Therefore, the parties have agreed to a stipulation of this matter as set forth below.
2. The actual and assessable value of the subject property, which is located in Pottawattamie County, Iowa, and includes land, buildings, improvements, and other structures attached to the property, referred to as Pottawattamie County Parcel No. 7544 35 128 001 (formerly no. 000 035 717 023372 000 000) and more commonly known as 2030 - 2nd Avenue, Council Bluffs, Iowa, is \$1,600,000.00 as of the Assessment Valuation Date.

3. Defendant, before presenting the Stipulation and proposed Order to the Court, shall give written notice of settlement to all interested taxing bodies as required by Iowa Code § 441.44.
4. Nothing contained herein shall prohibit the Director of the Iowa Department of Revenue from issuing equalization orders or other orders as authorized by law which may affect the subject property.
5. The parties agree, both as to form and content, for the Court to proceed to enter the proposed Order, Judgment and Decree attached hereto as Exhibit A (incorporated and made a part hereof by this reference). Any subsequent modification to this Stipulation must be in writing and must be signed and executed by the parties to this Stipulation.
6. The Pottawattamie County Assessor has reviewed and agreed to this Stipulation of Voluntary Settlement.
7. The parties agree that the adjustment made in accordance with this Stipulation shall be final and binding upon all parties and that no appeal shall be taken therefrom so long as the value is established in accordance with this Stipulation.
8. This Stipulation shall be binding on the parties hereto, their respective heirs, representative, successors, transferees and assigns.
9. Each party to this Stipulation shall bear their own costs, attorney fees and expenses incurred in any manner in connection with the investigation, litigation, or resolution of any and all issues relating to assessments against the subject property including, without limitation, any costs, attorney fees or expenses incurred in the preparation and performance of this Stipulation.

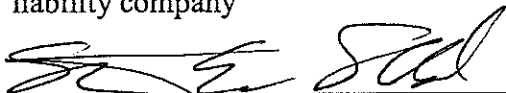
10. The parties agree that there shall be no immediate refund of property taxes previously paid by Plaintiff resulting from this agreement. Any and all refunds of property taxes previously overpaid by Plaintiff resulting from this agreement shall be credited to the property taxes otherwise due from Plaintiff on the next tax payment due date and, to the extent any credit remains thereafter, then to the property taxes otherwise due from Plaintiff on subsequent due dates until all credits resulting from this Stipulation are exhausted.
11. Each of the signatories to this Stipulation represents that he or she has the full power and authority (without further approvals or consent) to enter into this Stipulation and perform the obligations set forth herein.
12. This Stipulation may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one Stipulation.

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have executed this Stipulation of Voluntary Settlement.

DATED: _____

By:

SHS Properties L.L.C., an Iowa limited liability company



Steven M. Skold

Its:

MANAGER
Title

DATED:

March 4, 2008

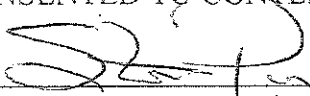
By:

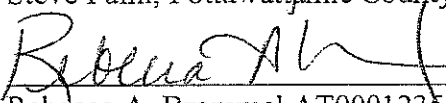
Pottawattamie County Board of Review



Robert W. Knox, Chairperson

CONSENTED TO CONTENT AND FORM:


Steve Palm, Pottawattamie County Assessor


Rebecca A. Brommel AT0001235

BROWN, WINICK, GRAVES, GROSS,
BASKERVILLE AND SCHOENEBAUM, P.L.C.


666 Grand Avenue, Suite 2000

Des Moines, Iowa 50309-2510

Telephone: (515) 242-2400

Fax: (515) 283-0231

ATTORNEYS FOR PLAINTIFF


John C. Rasmussen AT0006408

Lyle W. Ditmars AT0002152

PETERS LAW FIRM, P.C.

233 Pearl Street, P.O. Box 1078

Council Bluffs, Iowa 51502

Telephone: (712) 328-3157

Fax: (712) 328-9092

ATTORNEYS FOR DEFENDANT

IN THE IOWA DISTRICT COURT FOR POTTAWATTAMIE COUNTY

SHS PROPERTIES, L.L.C.

Plaintiff,

vs.

POTTAWATTAMIE COUNTY
BOARD OF REVIEW,

Defendant

CASE NO. CVCV 095026

ORDER, JUDGMENT AND DECREE

NOW on this ____ day of _____, 20____, the matter of the Stipulation for Voluntary Settlement of the parties coming before the Court, and the Court having reviewed the same, finds that the actual assessed value of the subject real property should be assessed as stipulated. IT IS THEREFORE:

ORDERED, ADJUDGED AND DECREED that the assessment of the subject property, which is referred to as Pottawattamie County Parcel No. 7544 35 128 001 (formerly no. 000 035 717 023372 000 000) and more commonly known as 2030 - 2nd Avenue, Council Bluffs, Iowa, is hereby established at One Million Six Hundred Thousand Dollars (\$1,600,000.00), for the January 1, 2007, assessment date. It is further,

ORDERED, ADJUDGED AND DECREED that the above value shall be spread upon the books of the Pottawattamie County Auditor, the Pottawattamie County Assessor, and the Pottawattamie County Treasurer, who will correct their records and tax books accordingly. It is further,

ORDERED, ADJUDGED AND DECREED that each party shall bear its own attorney fees and costs in this action.

JUDGE OF THE FOURTH JUDICIAL DISTRICT

OFFER TO BUY CITY PROPERTY

Council Bluffs, Pottawattamie County, Iowa, March 14, 2008

TO: THE CITY OF COUNCIL BLUFFS, IOWA:

THE UNDERSIGNED (hereby designated as Buyers) hereby offer to buy the real estate situated in Council Bluffs, Pottawattamie County, Iowa, described as follows:

Williams 1st ADD N 39' E 10' LT 9 BLK 15
1314 Pleasant, St.

together with any easements and servient estates appurtenant thereto, but with reservations and exceptions only as follows:

- (a) Title shall be taken subject to applicable zoning restrictions, except as in (1) below:
- (b) And subject to easements of record for public utilities, public roads and public highways; at — per square foot, for a total sum of \$ 381.00, payable at the office of the City Clerk, City Hall, 209 Pearl Street, Council Bluffs, Iowa 51503, as follows:

by payment of \$ — (down payment is required in the amount of \$25.00 or 10% of the total purchase price, whichever is greater) herewith to be held by the City Clerk of Council Bluffs, Iowa, pending passage of an ordinance authorizing vacation and disposal of the described property and authorizing the Mayor and City Clerk of Council Bluffs, Iowa, to execute the City Deed to the described property; and the balance of \$ 381.00 to be paid upon execution and delivery of the City Deed by the Mayor and City Clerk of Council Bluffs, Iowa.

(1) SPECIAL USE. This offer is void unless Buyers are permitted, under any existing zoning and building restrictions, immediately to make the following conforming use of said real estate:

(2) TAXES. All subsequent taxes shall be paid by Buyers.

(3) SPECIAL ASSESSMENTS. All subsequent special assessments shall be paid by Buyers.

(4) INSURANCE. Buyers, if they desire, may obtain insurance to cover risk of loss from hazards.

(5) POSSESSION. Buyers are entitled to possession of the described property upon payment of the balance due and receipt of the City Deed.

(6) REJECTED OFFER. If this offer is rejected by the City Council of the City of Council Bluffs, Pottawattamie County, Iowa, it shall become null and void and all payments shall be repaid to the Buyers.

(7) DEED. Upon payment of the purchase price, the City shall convey title by City Deed, free and clear of liens and encumbrances, reservations, exceptions or modifications except as in this instrument otherwise expressly provided. All warranties shall extend to time of acceptance of this offer and delivery of deed.

COUNCIL BLUFFS
CITY CLERK

2008 MAR 17 P 2:12

80

(8) OTHER PROVISIONS: TITLE TO BE CLEAR
OF ANY LEAS.

Denny B Nelson

Buyer

Buyer's Spouse

Title

1324 PLEASANT, ST.

Address

712-328-3295 CELL-712-314-3295

Telephone

STATE OF IOWA)
COUNTY OF) SS
POTTAWATTAMIE)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____, to me known to be the identical persons named in and who executed the within and foregoing instrument "Offer To Buy City Property" in its entirety and acknowledged that they executed the same as their voluntary act and deed.

Notary Public in and for said State

Find Property Res Sales Com DOVs

7544 36 454 011

000 035 921 025858 000 000

--- Permanent Property Address ---

----- Mailing Address -----

GALLUP, KIRK R

GALLUP, KIRK R

1314 PLEASANT ST

1314 PLEASANT ST

COUNCIL BLUFFS

COUNCIL BLUFFS IA 51503

Assr Info:

District: 000

Urban Renewal:

Tax Sale:

Current Gross Tax: 635.02

===== BILLING SUMMARY =====

more	Taxable				----- First -----		----- Second -----	
Year Dist	Value	Tax Due	Charges	Payment	Posted	Payment	Posted	Balance
2004 000	13854.00	428.00	6.00	214.00	10/31/2005	214.00	04/18/2006	0.00
2005 P051018	149.00	149.00	0.00	149.00	11/01/2005			0.00
2005 000	14880.00	478.00	0.00	239.00	09/19/2006	239.00	03/14/2007	0.00
2006 P061010	149.00	149.00	0.00	149.00	09/19/2006			0.00
2006 000	14739.00	482.00	0.00	0.00		0.00		482.00
2007 P071023	149.00	149.00	0.00	0.00				149.00

===== LEGAL DESCRIPTION =====

WILLIAMS 1ST ADD N39' E10' LT 8 & N39' LT 9 BLK 15

===== ASSESSED VALUE =====

land: \$	dwelling: \$	building: \$	total: \$	year/class:
\$5577	\$23307	\$0	\$28884	2004/R 1
\$6246	\$26104	\$0	\$32350	2005/R 1
\$6246	\$26104	\$0	\$32350	2006/R 1
\$6746	\$28192	\$0	\$34938	2007/R 1

===== OWNERS =====

1 D GALLUP, KIRK R book/page: 2007/14528 D H/S eligible: 2007/14528 8-24-07 G

===== EXEMPTIONS & CREDITS =====

2004 Homestead	4850.00
2005 Homestead	4850.00
2006 Homestead	4850.00

===== ASSESSMENT DATA =====

PDF: 03 MAP: 12 PLAT: 292 RES BLDGS: 1 COM BLDGS: 0 AG BLDGS: 0 YARD EXTRAS: 0

Sale Date	Amount	Code	Book/Page
08/24/2007	0	D001	2007/14528
09/05/2006	0	D006	107/04362
09/30/1993	20000	C000	094/21328
07/19/1993	0	D031	094/02042
07/11/1991	20000	C049	092/01131

Entry: Estimated Date Inspected: 9/20/1994 List/Review: RC/JL

LAND.....2340 sqFt .05 acres

Lot 1: Frontage	Rear	Side-1	Side-2	Rear-Lot	D-Factor	EFF
39	39	60	60		.62	24

Residence 1 of 1 -- Single-Family/Owner Occupied

BUILDING.....1 Story Frame 5/0 Rooms Above/Below 3/0 Bedrooms Above/Below 1000 SF Base No AC

Built:1910 PR Bsmt: Full Bsmt Finish: None Attic Finish: None

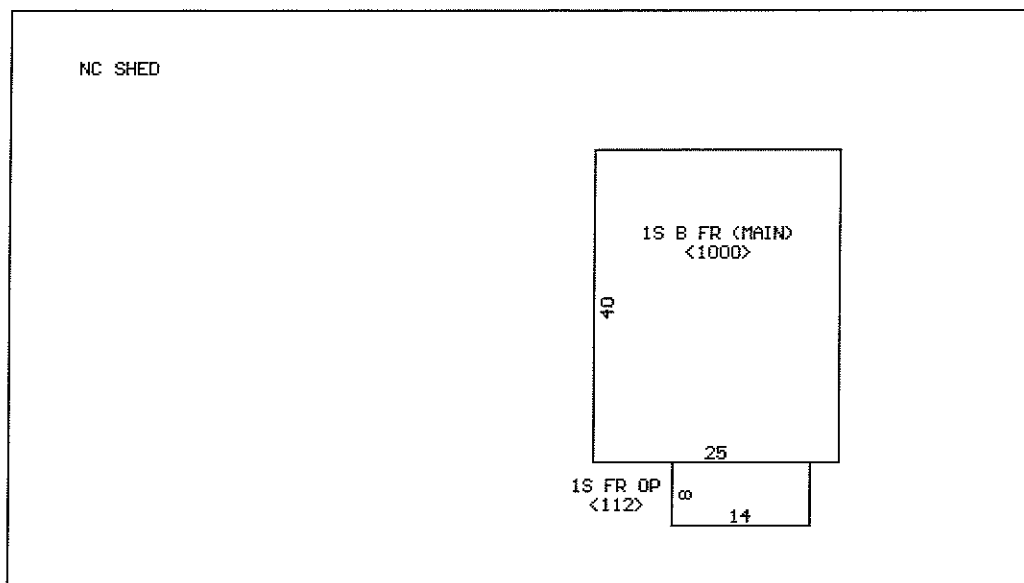
FINISH.....Foundation: Brk Exterior: Wd Lap Roof: Asph/Gable

Interior: Plas Flooring: Carp/Vinyl

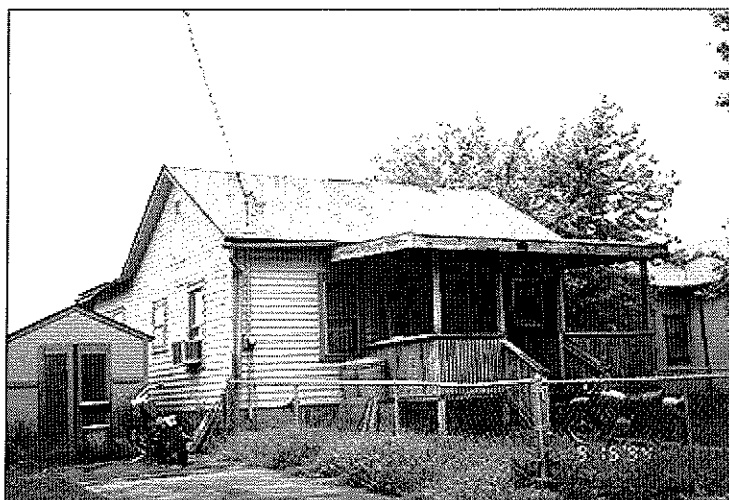
PLUMBING.....1 Full Bath

PORCHES.....112 SF 1sFrOpn No Bsmt

GARAGES.....None



000035921025858000000a 01/01/1996



1314 PLEASANT ST, GALLUP, KIRK R, 000035921025858000000a 01/01/1996

[Zoom Out](#) [Zoom In](#)



600ft x 600ft

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As of: On Web



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**CITY OF COUNCIL BLUFFS
INTER-OFFICE MEMO**

DATE: March 14, 2008
TO: Honorable Thomas P. Hanafan, Mayor
FROM: Linda Andersen, Acting Finance Director
RE: Cash Balance Statement – February 29, 2008

Pursuant to the Code of Iowa, a monthly receipts and disbursements report shall be filed with the City Council. This report, which includes all City funds, shows the following activity from July 1, 2007 through February 29, 2008:

July 1, 2007 Beginning Cash Balance	\$ 33,982,429.93
Receipts to date	77,098,271.42
Expenditures to date	<u>(76,435,224.36)</u>
<u>December 28, 2008</u> Ending Cash Balance	\$ 34,645,476.99

All detail relative to the above figures is available in the Finance Office. City Council action should be to receive and file this report.

Please note that the report presents the prior fiscal year's balance for comparison purposes.

8 D

CITY OF COUNCIL BLUFFS
FUND BALANCES
WITH COMPARISON TO PRIOR YEAR
FEBRUARY 29, 2008

	FUND BALANCE JULY 1, 2007	YEAR-TO-DATE REVENUES	YEAR-TO DATE EXPENDITURES	FUND BALANCE TO DATE	FUND BALANCE FEB 28, 2007
<u>GENERAL FUND (A)</u>					
001 GENERAL FUND	2,909,499.94	22,450,119.53	24,143,445.61	1,216,173.86	813,502.16
002 GENERAL-GAMING	2,417,782.31	2,906,876.50	3,078,576.60	2,246,082.21	2,781,425.13
003 GENERAL-HOTEL/MOTEL TAX	570,131.11	1,519,822.78	1,710,550.14	379,403.75	203,460.00
004 GENERAL-TORT & LIABILITY	1,188,249.11	718,543.26	828,964.65	1,077,827.72	940,811.82
TOTAL-GENERAL FUNDS	7,085,662.47	27,595,362.07	29,761,537.00	4,919,487.54	4,739,199.11
<u>EMERGENCY LEVY FUND (B)</u>					
119 EMERGENCY LEVY	-	568,892.94	568,892.94	-	-
TOTAL-EMERGENCY LEVY FUND	-	568,892.94	568,892.94	-	-
<u>ROAD USE TAX (C)</u>					
110 ROAD USE TAX	1,929,798.10	3,840,251.63	3,193,740.70	2,576,309.03	1,817,556.58
TOTAL-ROAD USE TAX FUND	1,929,798.10	3,840,251.63	3,193,740.70	2,576,309.03	1,817,556.58
<u>EMPLOYEE BENEFIT FUNDS (D)</u>					
112 FICA & IPERS TAX LEVY	392,064.13	608,244.59	818,015.90	182,292.82	220,027.67
113 CITY INSURANCE - TAX LEVY	658,064.01	2,123,977.02	2,702,310.24	79,730.79	316,456.64
114 UNEMPLOYMENT - TAX LEVY	(5,543.47)	9,293.26	1,082.92	2,666.87	(8,716.29)
115 WORK COMP - TAX LEVY	27,496.22	243,483.68	332,408.00	(61,428.10)	3,878.84
117 FIRE/POLICE -410 BENEFITS	764,558.33	1,599,836.54	2,047,400.13	316,994.74	292,183.45
TOTAL-EMPLOYEE BENEFIT FUNDS	1,836,639.22	4,584,835.09	5,901,217.19	520,257.12	823,830.31
<u>TAX INCREMENT FINANCING (F)</u>					
127 MACC 01-1 TIF	23,079.11	1,692,583.73	393,728.79	1,321,934.05	330,068.39
128 S 24TH S OM RD UR	30,996.26	55,296.06	53,074.50	33,217.82	21,148.58
129 MANAWA BSNS PRK TIF	611.23	109,350.25	111,199.39	(1,237.91)	321,088.22
130 BENNETT AVE TIF	3,481.72	122,044.03	122,012.19	3,513.56	3,481.72
131 W BROADWAY TIF	82,448.44	154,863.28	159,447.14	77,864.58	123,688.48
132 DOWNTOWN TIF	262,928.12	32,120.70	59,017.00	236,031.82	287,038.29
133 E BROADWAY TIF	869.28	23,900.68	21,132.07	3,637.89	1,349.78
134 FEATHERSTONE TIF	-	34,615.73	34,615.73	-	-
135 METRO CROSSING TIF	-	-	-	-	-
TOTAL-TIF FUNDS	404,414.16	2,224,774.46	954,226.81	1,674,961.81	1,087,863.46
<u>CITY- LOCAL OPTION SALES TX (G)</u>					
121 CITY SALES TAX	2,578,693.25	5,033,585.01	3,110,102.14	4,502,176.12	3,842,267.25
TOTAL-LOCAL OPTION SALES TAX	2,578,693.25	5,033,585.01	3,110,102.14	4,502,176.12	3,842,267.25

CITY OF COUNCIL BLUFFS
FUND BALANCES
WITH COMPARISON TO PRIOR YEAR
FEBRUARY 29, 2008

	FUND BALANCE JULY 1, 2007	YEAR-TO-DATE REVENUES	YEAR-TO-DATE EXPENDITURES	FUND BALANCE TO DATE	FUND BALANCE FEB 28, 2007
<u>COMMUNITY DEVELOPMENT (H)</u>					
145 CD-BLOCK GRANT	71,614.40	675,302.54	833,399.86	(86,482.92)	(229,392.01)
146 CD-HOME PROGRAM	138,700.00	52,000.00	60,000.00	130,700.00	148,200.00
147 CD-INSTALL LOAN ESCROW	22,196.01	43,291.44	34,679.76	30,807.69	24,768.18
TOTAL-COMMUNITY DEVELOPMENT	232,510.41	770,593.98	928,079.62	75,024.77	(56,423.83)
<u>SPECIAL DISTRICT FUNDS (J)</u>					
162 LAKE MANAWA SSMID	43,415.52	48,620.89	80,607.91	11,428.50	3,336.84
163 MOSQUITO #22 DRAIN DIST	34,982.40	39,897.00	15,401.64	59,477.76	50,646.17
164 SIECK #32 DRAIN DIST	79,576.75	28,131.00	9,639.24	98,068.51	94,933.53
165 WEST LEWIS DRAIN DIST	195,879.34	39,060.00	2,304.97	232,634.37	208,167.88
TOTAL-SPECIAL DISTRICTS	353,854.01	155,708.89	107,953.76	401,609.14	357,084.42
<u>TRUST FUNDS - RESTRICTED (K)</u>					
167 MISC PROJECTS	78,890.99	1,438,038.90	1,605,542.17	(88,612.28)	57,412.30
169 LIBR BLDG DONATION	25,586.24	485.70	-	26,071.94	25,209.25
170 LIBRARY GIFTS & MEM	215,250.44	148,946.65	175,336.60	188,860.49	220,199.31
171 DODGE SOLDIERS TR	123,904.33	2,350.18	-	126,254.51	122,078.65
172 4TH ST PRKG INVEST	51,963.00	-	-	51,963.00	51,963.00
177 FORFEITED ASSETS	38,374.96	5,027.03	2,931.46	40,470.53	41,740.94
178 FED FOREFEITED ASSET	-	-	-	-	-
179 POLICE CASH PROPRTY MGT	4,154.25	38,064.00	42,355.00	(136.75)	-
	538,124.21	1,632,912.46	1,826,165.23	344,871.44	518,603.45
<u>FIDUCIARY FUNDS (L)</u>					
950 MUNICIPAL HOUSING	10,000.00	453,558.17	481,678.24	(18,120.07)	9,976.08
951 SECTION 8	10,000.00	-	-	10,000.00	10,000.00
952 EMPLOYEE SAVINGS BONDS	137.50	4,356.25	4,600.00	(106.25)	131.25
953 FIRE PENSION	2,569.37	5,575.96	8,055.35	89.98	408.23
954 RETIREES-411 BENEFITS	144,239.00	128,087.04	365,405.58	(93,079.54)	135,536.23
TOTAL-AGENCY FUNDS	166,945.87	591,577.42	859,739.17	(101,215.88)	156,051.79
<u>PERMANENT FUNDS (M)</u>					
500 FAIRVIEW CEM PERP	59,104.73	-	-	59,104.73	59,104.73
TOTAL-PERMANENT FUNDS	59,104.73	-	-	59,104.73	59,104.73
<u>DEBT SERVICE (N)</u>					
200 DEBT SERVICE	1,095,033.65	4,178,764.93	1,242,783.34	4,031,015.24	3,712,898.59
TOTAL-DEBT SERVICE	1,095,033.65	4,178,764.93	1,242,783.34	4,031,015.24	3,712,898.59

CITY OF COUNCIL BLUFFS
FUND BALANCES
WITH COMPARISON TO PRIOR YEAR
FEBRUARY 29, 2008

	FUND BALANCE JULY 1, 2007	YEAR-TO-DATE REVENUES	YEAR-TO-DATE EXPENDITURES	FUND BALANCE TO DATE	FUND BALANCE FEB 28, 2007
<u>SEWER RENTAL (P)</u>					
610 SEWER RNTL-OPER & MAINT	1,084,656.11	3,663,062.81	3,440,828.68	1,306,890.24	1,103,574.57
611 SEWER RNTL-EXT & IMPRV	22,528.93	66,666.64	-	89,195.57	972,528.93
612 SEWER RNTL-DEPR/EQUIP	25,607.68	66,666.64	12,665.00	79,609.32	109,398.79
613 SEWER RNTL-D/S SNK FD	70,672.99	229,333.36	71,500.00	228,506.35	201,736.99
614 SEWER CAP PRJS-EXT	323,455.76	1,767,742.52	-	2,091,198.28	341,201.50
TOTAL-SEWER RENTAL	1,526,921.47	5,793,471.97	3,524,993.68	3,795,399.76	2,728,440.78
<u>REFUSE DISPOSAL (R)</u>					
670 REFUSE DISPOSAL	1,043,366.22	2,530,684.19	2,310,012.84	1,264,037.57	1,245,248.87
TOTAL-REFUSE DISPOSAL	1,043,366.22	2,530,684.19	2,310,012.84	1,264,037.57	1,245,248.87
<u>INTERNAL SERVICE FUNDS (X)</u>					
820 INT SERV-IGHCP INS	896,684.12	4,032,170.36	3,853,174.59	1,075,679.89	16,470.91
821 INT SERV-WK COMP SLF INS	481,907.95	220,987.23	567,255.75	135,639.43	569,008.12
822 INT SERV-HEALTH SELF INS	-	-	-	-	634,445.30
823 INT SERV-411 BEN (ACTIVE)	155,104.71	300,000.00	240,110.31	214,994.40	265,058.61
824 INT SERV-PR SINKING	531,008.68	56,421.10	-	587,429.78	502,189.86
825 INT SERV-ARENA CPIMPRV	43,749.92	92,975.41	36,664.84	100,060.49	122,461.42
826 INT SERV-EQUIP DEPR-PW	186,293.75	104,000.00	800.00	289,493.75	260,605.21
TOTAL-INTERNAL SERVICE FUND	2,294,749.13	4,806,554.10	4,698,005.49	2,403,297.74	2,370,239.43
<u>CAPITAL PROJECT FUNDS (Z)</u>					
301 CAP PROJ-MISCELLANEOUS	389,230.93	5,517,195.17	6,474,811.33	(568,385.23)	604,669.05
302 CAP PROJ-AVE G VIADUCT	(501,177.54)	6,512,464.97	4,876,119.41	1,135,168.02	190,116.56
308 CAP PROJ-SPORTS COMPLX	800.00	-	800.00	-	800.00
309 CAP PROJ-RAILROAD CROSS	44,015.01	17,500.00	-	61,515.01	44,015.01
303 CAP PROJ-GO BOND 03-1	-	-	-	-	4,309.08
304 CAP PROJ-GO BOND 04-1	-	-	-	-	(190,873.54)
305 CAP PROJ-GO BOND 05-A	417,949.65	3,890.95	428,773.42	(6,932.82)	(498,794.98)
306 CAP PROJ-GO BOND 06	1,846,453.99	714,440.06	1,780,655.93	780,238.12	1,941,114.31
307 CAP PROJ-GO BOND 07-A	8,661,994.42	3,439.10	2,152,566.13	6,512,867.39	(22,105.00)
310 CAP PROJ-EAST BELTWAY	189,212.98	21,372.03	84,396.60	126,188.41	436,150.12
311 CAP PRJ-GO BND METRO XNG	1,577,923.37	-	1,439,441.41	138,481.96	(58,870.69)
312 - CAP PROJ-GO BOND 00-2	210,210.22	-	210,210.22	-	-
TOTAL-CAPITAL PROJECTS	12,836,613.03	12,790,302.28	17,447,774.45	8,179,140.86	2,450,529.92
TOTAL ALL FUNDS	33,982,429.93	77,098,271.42	76,435,224.36	34,645,476.99	25,852,494.86

**CITY OF COUNCIL BLUFFS
INTER-OFFICE MEMO**

DATE: March 14, 2008
TO: Honorable Thomas P. Hanafan, Mayor
FROM: Linda Andersen, Acting Finance Director
RE: February 29, 2008 List of Bills

The listing of disbursements to Vendors, net payroll and expenditure transfers shows the following information for the month of February 29, 2008:

Disbursements to Vendor	\$ 3,317,659.41
Net Payroll	1,264,282.61
Expenditure Transfers	1,360,532.13
Void Checks –Prior Period	<u>(1,970.29)</u>
	\$ 5,940,503.86

The payroll figure above is net payroll. The payroll deduction checks are included on the list and in the vendor disbursements total.

All detail relative to the above is on file in the Finance Office.

This is routine information to be received and filed by the City Council.

8 E

CITY OF COUNCIL BLUFFS

PAYMENTS TO VENDORS - FEBRUARY 2008

A PLUS PRINTING	PRINT/BIND	2,115.70
A T & T MOBILITY	INTERNET	34.54
A-TEC RECYCLING	FEES	698.40
ABLE LOCKSMITHS	CONTRACT	90.50
ABSTRACT GUARANTY CO	PRF SRVS	290.00
AFSCME IOWA COUNCIL	EMPE CNTRB	2,115.00
AHLERS & COONEY PC	PRF SRVS	3,778.99
AIR CLEANING TECH	EQUIP/PARTS	88.50
AIRGAS NORTH CENTRAL	GAS	195.09
ALEGENT HEALTH	MEDICAL	1,214.50
ALL PURPOSE UTIL	CONSTRUCT	128,129.35
ALLIED OIL & SUPPLY	SUPPLIES	133.44
ALLOY SPECIALTY	CONSULTANT	1,040.00
ALLTEL	CELL PHONE	3,190.66
AMCO INSURANCE CO	INSURANCE	619.00
AMERICAN CLASSIFIEDS	ADVERTISMT	295.00
AMERICAN CRANE	CONTRACT	830.00
AMERICAN EXPRESS	SUPPLIES	1,816.01
AMERICAN FENCE CO	REPAIRS	1,934.00
AMERICAN MESSAGING	TELEPHONE	11.24
AMERICAN PROGRAM	PRF SRVS	303.62
AMERICAN RED CROSS	TRAINING	430.00
AMSAN	SUPPLIES	221.49
ANDERSEN ELAINE	REFUND	140.00
AQUILA INC	GAS	59,951.04
ARMOR HOLDINGS	SUPPLIES	613.99
ASPEN EQUIPMENT CO	EQUIP/PARTS	523.00
AT & T	TELEPHONE	14.24
ATB SERVICES LLC	ALARM FEES	1,630.00
ATL SALES	EQUIP/PARTS	56.00
AUTO GLASS CENTER	REPAIRS	258.71
AUTO OWNERS INS	INSURANCE	653.80
AUTO VALUE-CO BLUFFS	SUPPLIES	225.32
AVAYA INC	TELEPHONE	723.05
AVESIS INC	INSURANCE	102.66
BAKER & TAYLOR	SUPPLIES	23,093.42
BANK OF NEW YORK MEL	LOAN PYMT	17,282.97
BANKERS ADVERTISING	SUPPLIES	429.44
BARCO MUNICIPAL	SUPPLIES	3,418.55
BARKER LEMAR & ASSOC	PRF SRVS	2,095.00
BARNES DISTRIBUTION	SUPPLIES	171.38
BARONE SECURITY	CONTRACT	115.00
BBC AUDIOBOOKS AMER	SUPPLIES	749.92
BCDM	PRF SRVS	659.20
BELLINGER ELIZABETH	REFUND	50.00

BELLINGHIERE ADAM	REFUND	50.00
BEMIS GARY	CONTRACT	1,305.47
BENNINGTON EQUIP	SUPPLIES	280.60
BIBLIOGRAPHICAL CNTR	SUBSCRPTN	942.70
BILL'S SEWER & DRAIN	CONTRACT	325.00
BILL'S WATER COND	SUPPLIES	62.75
BLUFFS ELECTRIC	REPAIRS	1,345.20
BLUFFS TOOL & MACHIN	REPAIRS	75.00
BOMGAARS	SUPPLIES	32.99
BORGMANN BEN	REFUND	50.00
BOUND TO STAY BOUND	SUPPLIES	4,122.13
BRADBURN ROY	REFUND	50.00
BRANNON YVETTE	REFUND	50.00
BRICK GENTRY BOWERS	PRF SRVS	390.00
BRILLIANCE AUDIO INC	SUPPLIES	1,189.29
BROWN TRAFFIC	SUPPLIES	4,895.00
BTS LABORATORIES	CONTRACT	192.00
BUCKYS EXPRESS	CONTRACT	429.00
BULLOCK JAYNE	BOOK/PRDCL	17.45
BURNS LAW FIRM	PRF SRVS	22,590.20
BUSINESS COMPUTING	CONSULTANT	1,000.00
C & J INDUSTRIAL	CONTRACT	1,833.66
CAFFREY DAWN	REFUND	50.00
CAMIROS LTD	PRF SRVS	1,360.00
CARLSON RANDALL D	TRAVEL	64.89
CARPENTER WILLIAM	TRAVEL	51.01
CASEY'S MARKETING	RIGHTOFWAY	530.00
CB PRF FIRE FIGHTERS	EMPE CNTRB	5,301.00
CDWG	SUPPLIES	975.00
CED	SUPPLIES	328.00
CENTER POINT LARGE	SUPPLIES	4,446.69
CENTRAL STATES	EQUIP/PARTS	271.09
CENTRAL STATES TACT	SUPPLIES	2,154.60
CENTRAL STATES WIRE	SUPPLIES	2,118.00
CERTIFIED TRANS	REPAIRS	3,556.00
CHAMPLIN TIRE	CONTRACT	1,368.00
CHARLESON SCOTT	REIMBURSE	592.48
CHATTEN MARK	REFUND	50.00
CHUDY ANNA	REFUND	50.00
CIT TECHNOLOGY	EQUIP/PARTS	706.00
CITY TREASURER/BONDS	EMPE CNTRB	500.00
CITY TREASURER/GARN	EMPE CNTRB	60.00
CITY TREASURER/INS	INSURANCE	217,937.55
CITY TREASURER/LIFE	INSURANCE	6,283.48
CLAREY'S SAFETY	SUPPLIES	410.82
CLASSIC CHEVROLET	EQUIP/PARTS	142.89
CLASSIC REFRIGERTION	REPAIRS	104.99
CLEAN BURN OF IOWA??	EQUIP/PARTS	-

CLERK OF COURT	COURT COST	2,120.00	DODGE PARK PRO SHOP	REFUND	1,536.89
CLERK OF DISTR COURT	EMPE CNTRB	1,229.08	DON SHAFER DISPLAY	SUPPLIES	746.33
CLERK U S DISTRICT	DUES/MBRSH	50.00	DON'S UNIFORM	UNIFORMS	224.75
CLIENT SECURITY TR	DUES/MBRSH	600.00	DPC INDUSTRIES	SUPPLIES	119.50
CLIF'S OUTDOOR	EQUIP/PARTS	4,383.29	ECHO ELECTRIC	SUPPLIES	1,833.04
CO BLUFFS HISTORIC	CONSTRUCT	6,600.00	EHRHART GRIFFIN	PRF SRVS	17,635.50
CO BLUFFS POLICE DEP	REIMBURSE	600.00	EIMCO WATER TECH	EQUIP/PARTS	142,801.66
COALITION	REFUND	200.00	ELECTRIC PUMP	EQUIP/PARTS	4,304.16
COHOE BUSINESS	CONTRACT	62.00	ELECTRONIC SOLUTIONS	REPAIRS	858.48
COHRON READY MIX	SUPPLIES	734.03	EMPLOYEE BENEFIT SYS	INSURANCE	476,658.91
COLLECTION SERVICES	EMPE CNTRB	8,227.08	ENTERPRISE RENT ACAR	EQUIP/PARTS	15,598.00
COMM WORKERS OF AM	EMPE CNTRB	557.06	EXCEL PHYSICAL THERA	PRF SRVS	94.00
COMMUNITY HOUSING	PRF SRVS	269.25	FACTUAL DATA-MIDWEST	CONTRACT	15.23
COMPCHOICE INC	MEDICAL	30.00	FEDERAL BAR ASSOC	DUES/MBRSH	140.00
CONTINENTAL FIRE	CONTRACT	3,469.70	FEDERAL RESERVE BANK	BANK SERVVS	500.00
COOKE J P COMPANY	SUPPLIES	7.48	FEDEX	FRT/POSTGE	44.17
COOPER VERONICA	REFUND	50.00	FELD EQUIPMENT CO	EQUIP/PARTS	2,912.50
COPYCAT INSTANT PRNT	PRINT/BIND	269.22	FERGUSON TANYA	TRAVEL	61.61
CORNHUSKER TRUCKS	EQUIP/PARTS	1,886.01	FIREGUARD	EQUIP/PARTS	101.00
CORPORATE EXPRESS	SUPPLIES	716.71	FIRESTONE STORE	SUPPLIES	204.63
COUNCIL BLUFFS CHMBR	CONTRACT	200.00	FIRST AMERICAN TITLE	PRF SRVS	125.00
COUNCIL BLUFFS COLLI	REPAIRS	5,913.66	FIRST NATIONAL BANK	SUPPLIES	26,537.07
COUNCIL BLUFFS LIBR	REIMBURSE	47.32	FIRST NIGHT INTL	DUES/MBRSH	450.00
COUNCIL BLUFFS ONLNE	CONTRACT	180.00	FITZPATRICK BARBARA	REFUND	50.00
COUNCIL BLUFFS VET	REFUND	133.92	FOURTH STREET PARKNG	CONTRACT	459.73
COUNCIL BLUFFS WATER	WATER	3,417.78	FOX ENGINEERING	ENGINEERNG	1,150.74
COUNCIL BLUFFS WINNL	SUPPLIES	6,069.12	FRANGIAMORE DAVID	PRF SRVS	1,260.00
COUNCIL HITCH	EQUIP/PARTS	399.00	FRIESNER LYNN	TRAVEL	6.39
COX COMMUNICATIONS	INTERNET	1,887.71	FUND WAYS INC	RENTAL EXP	672.66
CRAIG STEVE/SLC POOL	TRAINING	275.00	G & K SERVICES	UNIFORMS	393.84
CREDIT CARD CHARGES	SUPPLIES	445.61	GALE	SUBSCRPTN	641.12
CREEKRIDGE CAPITAL	LEASE	1,575.00	GAS MART USA INC	CONTRACT	186.00
CSC CREDIT SERVICES	LEASE	50.00	GATES MEGAN	REFUND	20.00
CSI/SSP INC	PRINT/BIND	1,470.95	GE CAPITAL	LEASE	486.04
CUMMINS CENTRAL	EQUIP/PARTS	637.74	GENERAL BINDING CORP	SUPPLIES	243.65
CUSTOM AUTO REBUILDR	REPAIRS	2,256.71	GENERAL FIRE & SAFTY	EQUIP/PARTS	14.00
D & D COMMUNICATIONS	EQUIP/PARTS	1,601.08	GENIE PEST CONTROL	CONTRACT	175.00
DAILY NONPAREIL	ADVERTISMT	2,071.16	GLAXOSMITHKLINE	MEDICAL	428.75
DALHART THOMAS C	REFUND	26.50	GOODWATER LORETTA	TRAVEL	13.13
DANNYS TRANNYS	REPAIRS	1,087.90	GRAINGER	EQUIP/PARTS	342.41
DARLING TRUDY	REFUND	50.00	GUEST SERVICES	TRAVEL	234.00
DAVIE MARIA	REFUND	50.00	GURNEY	EQUIP/PARTS	947.71
DEFENSE RESEARCH		160.00	HALBROOK SCOTT	TRAVEL	392.00
DEFFENBAUGH INDUS	CONTRACT	87,700.24	HALL CINDY	REFUND	100.00
DELL MARKETING L P	HRD/STWTR	1,058.95	HALL TIMOTHY L	REIMBURSE	83.00
DEMASI CATHERINE M	REIMBURSE	136.76	HALLOCK COMPANY	SUPPLIES	25.00
DEMCO INC	SUPPLIES	380.45	HANUSA COMPANY	SUPPLIES	517.38
DENNIS SUPPLY	SUPPLIES	652.50	HDR ENGINEERING	PRF SRVS	27,645.00
DEX MEDIA EAST	ADVERTISMT	45.50			
DIAMOND VOGEL PAINT	SUPPLIES	11.49			

HEARTLAND TIRES	SUPPLIES	3,074.23	JENNIE EDMUNDSON	MEDICAL	136.77
HELMERS SUSAN	REFUND	50.00	JENSEN TIRE COMPANY	SUPPLIES	712.78
HERITAGE MICROFILM	SUPPLIES	1,200.00	JIM HAWK TRUCK TRLR	EQUIP/PARTS	169.78
HERMSEN SCOTT	TRAINING	6.00	JOHNSON JEFF	REFUND	50.00
HERTZ EQUIPMENT RNTL	RENTAL EXP	921.91	JONES AUTOMOTIVE	EQUIP/PARTS	53.43
HERZOG DIANNE	TRAVEL	33.65	JORGENSEN AWNINGS	CONSTRUCT	2,744.55
HGM ASSOCIATES INC	PRF SRVS	159,509.62	JUSTRITE JANITORIAL	CONTRACT	7,253.00
HI-LINE ELECTRICAL	SUPPLIES	291.44	KATZ GARY ANDREW	CONTRACT	241.97
HOLT WOODWORKING INC	REPAIRS	6,490.00	KELCO SUPPLY COMPANY	SUPPLIES	59.56
HOPP MICHAEL	REFUND	50.00	KELTEK INC	EQUIP/PARTS	1,505.82
HOPP RONALD	TRAVEL	124.23	KLEMMENSEN SCOTT	REFUND	50.00
HUSKER CHEM SALES	SUPPLIES	3,475.50	KNOX COMPANY	EQUIP/PARTS	28.00
HUSZ ROBERT L	TRAINING	6.00	KODIAK SALES INC	REPAIRS	142.08
HY VEE FOOD STORE	SUPPLIES	107.13	KONICA MINOLTA	LEASE	2,334.90
HYDRO-KLEAN EQUIP	TRAINING	1,170.00	KRAFT MANDA	PRF SRVS	37.50
IA, NE, SD PRIMA	DUES/MBRSH	40.00	KVIGNE DANIEL A	TRAINING	6.00
ICMA RETIREMENT TR	EMPE CNTRB	14,824.76	KYOCERA MITA AMERICA	EQUIP/PARTS	888.00
IDENTI-KIT SOLUTIONS	LEASE	408.00	LACAL EQUIPMENT INC	EQUIP/PARTS	1,258.00
IMAGISTICS INTL	LEASE	1,191.74	LAKE SIDE COUNTRY STR	SUPPLIES	105.00
IMSA	DUES/MBRSH	350.00	LAMPE'S AIR FILTER	SUPPLIES	255.44
INDOFF INCORPORATED	SUPPLIES	5,210.81	LANDERS DAWN	CLAIMS-LAW	6,325.00
INFO USA MARKETING	FEES	200.00	LANDMARK AUDIOBOOKS	BOOK/PRDCL	332.93
INFOR GLOBAL Solutio	HRD/STWTR	8,005.39	LANGE KEN	REFUND	50.00
ING	EMPE CNTRB	4,490.00	LARSEN SUPPLY CO	SUPPLIES	799.10
INLAND TRUCK PARTS	EQUIP/PARTS	378.86	LATCHAW JOAN	FEES	1,250.00
INNOVATIVE ACCESS	TRAINING	1,660.03	LAWSON PRODUCTS	SUPPLIES	437.57
INTEGRATED SOLUTIONS	PRF SRVS	95.00	LEWELLYN TECHNOLOGY	PRF SRVS	750.00
INTELLISYS INC	CONTRACT	1,100.00	LEXISNEXIS	SUBSCRPTN	438.00
INTERNATIONAL ASSOC	DUES/MBRSH	210.00	LIBERTY BANK	SUPPLIES	2,468.98
INTERSTATE ALL BATRY	SUPPLIES	47.15	LIEN MARLYS	TRAVEL	21.42
INTL ASSOC OF CHIEFS	DUES/MBRSH	120.00	LINN CO HEALTH DEPT	SUPPLIES	525.00
IOWA DEPT NAT RESRC	CONTRACT	450.00	LINWELD	SUPPLIES	250.42
IOWA DEPT OF TRANSP	CONTRACT	6,605.20	LOWTHER MICHELLE	REFUND	50.00
IOWA DEPT PUB HEALTH	TRAINING	140.00	LSNB AS TRUSTEE	EMPE CNTRB	1,150.00
IOWA DIVISION I A I	DUES/MBRSH	60.00	LYN OPTICAL	EQUIP/PARTS	77.50
IOWA DODGEBALL ASSOC	FEES	425.00	M & M LAWN SERVICES	CONTRACT	65.00
IOWA FIRE CHIEFS	DUES/MBRSH	25.00	M & R WELDING	REPAIRS	180.00
IOWA HAZARDOUS MATRL	DUES/MBRSH	100.00	M B WILDER COMPANY	SUPPLIES	149.00
IOWA ONE CALL	CONTRACT	398.70	M F T CONSTRUCTION	CONSTRUCT	33,984.08
IOWA PRISON INDUS	SUPPLIES	4,727.10	MADISON AVENUE SELF	RENTAL EXP	75.00
IOWA SUPREME COURT	FEES	55.00	MALLOY ELECTRIC	EQUIP/PARTS	3,809.76
IOWA WASTE SYSTEMS	CONTRACT	37,021.79	MANAWA RUGS	CONTRACT	89.20
IOWA WORKFORCE	UNEMPLYMNT	100.00	MANHART LYNN	TRAVEL	79.00
IPERS	RETIREMENT	94,566.29	MARCUS SHOES	UNIFORMS	228.00
IRON MOUNTAIN	CONTRACT	183.00	MARSH USA	INSURANCE	3,400.00
IWPCA	TRAINING	192.00	MARTIN RAFF	CONTRACT	574.50
JAS PACIFIC INC	PRF SRVS	18,765.00	MAX I WALKER	FEES	220.77
JAY B & SON GARAGE	CONTRACT	5,367.50	MAX I WALKER UNIFORM	UNIFORMS	1,926.23
			MC 2 INC	EQUIP/PARTS	4,595.00
			MCFADDEN PATRICK	TRAVEL	70.20

MCI WORLDCOM	TELEPHONE	344.69	OFFICE DEPOT SERVICE	SUPPLIES	2,429.75
MCINTIRE BRASS WORK	EQUIP/PARTS	933.00	OMAHA COMPOUND CO	SUPPLIES	806.92
MCMULLEN FORD	EQUIP/PARTS	68,233.70	OMAHA DOOR & WINDOW	REPAIRS	441.15
MCMULLEN MARY ELLEN	REFUND	50.00	OMAHA TRUCK CENTER	EQUIP/PARTS	502.96
MENARDS	SUPPLIES	384.29	OMAHA WORLD HERALD	ADVERTISMT	300.00
MERKLEY KATHERINE	MEDICAL	375.00	OMEARA TIM	REFUND	50.00
METAL LOGOS & MORE	SUPPLIES	213.00	ORMAND BRIDGET	REFUND	50.00
METRO AREA TRANSIT	CONTRACT	59,534.00	OVERTON KATHY	REFUND	15.00
MFPRSI	RETIREMENT	311,435.26	PANGELINA ALDON P	TRAVEL	331.28
MICHAEL TODD AND CO	EQUIP/PARTS	3,592.09	PAPILLION SANITATION	CONTRACT	425.04
MICROBILT	LEASE	74.95	PARK AVE RESTORATION	REPAIRS	3,051.20
MICROFILM IMAGING	SUPPLIES	165.50	PATRICK INSULATION	REPAIRS	650.00
MID AMERICA MAINT	SUPPLIES	440.20	PEERLESS WIPING	SUPPLIES	97.50
MID-AMERICA CENTER	RENTAL EXP	125.00	PEOPLES NATL BANK	REIMBURSE	302,046.56
MID-AMERICA CLEANING	EQUIP/PARTS	2,817.65	PETERBILT	EQUIP/PARTS	721.98
MID-CONTINENT SAFETY	EQUIP/PARTS	153.75	PETERSON BARBARA	TRAVEL	125.75
MIDAMERICAN ENERGY	ELECTRICTY	84,631.61	PETERSON LAWN CARE	CONTRACT	140.00
MIDLAND SCIENTIFIC	SUPPLIES	806.85	PHOENIX E-WASTE	CONTRACT	1,170.04
MIDLANDS ANIMAL	REFUND	50.00	PIPING RESOURCES	SUPPLIES	334.76
MIDSTATES BANK NA	BANK SRVS	2,706.17	PITNEY BOWES	FRT/POSTGE	1,959.00
MIDWEST RESEARCH	PRF SRVS	39.00	PITTMAN DEB	REFUND	50.00
MIDWEST RIGHT OF WAY	PRF SRVS	1,690.00	POLICE BENV ASSOC	EMPE CNTRB	170.00
MIDWEST TAPE	SUPPLIES	4,660.40	POLK DIRECTORIES	BOOK/PRDCL	966.00
MIDWEST TURF	EQUIP/PARTS	273.00	PONCE TRISHA	PRF SRVS	30.00
MIDWESTERN EQUIP	EQUIP/PARTS	450.00	PORTER TAUKE & EBKE	PRF SRVS	3,228.00
MILLS COUNTY SHERIFF	REIMBURSE	2,312.85	POTTCO GIS	FEES	1,125.00
MORRIS JENELL	REFUND	50.00	POTTCO RECORDER	FEES	129.00
MOTION INDUSTRIES	SUPPLIES	4,199.44	POTTCO SHERIFF	CONTRACT	9,265.00
MOYER CONSTRUCTION	CONTRACT	13,425.00	POTTCO TREASURER	FEES	13,411.00
MUNICIPAL HOUSING	INSURANCE	2,538.36	PRECISION INDUSTRIES	EQUIP/PARTS	324.56
MUNIS	HRD/SOFTWR	1,110.18	PROFESSIONAL SERVICE	PRF SRVS	27.50
MURPHY JAMES MICHAEL	REFUND	9.95	PROGRESSIVE BUSINESS	REPAIRS	176.00
MURPHY TRACTOR	SUPPLIES	6,000.00	PSC-PHILIP SERVICES	CONTRACT	5,470.30
NAPA AUTO PARTS	SUPPLIES	6,095.33	PURITAN MANUF	SUPPLIES	325.00
NATIONAL FIRE PROTEC	BOOK/PRDCL	211.23	QWEST	TELEPHONE	16,128.82
NATIONWIDE RETIREMNT	EMPE CNTRB	59,912.32	RACOM CORPORATION	EQUIP/PARTS	1,378.93
NEBRASKA INTERNATION	DUES/MBRSH	50.00	RAILROAD MANAGEMENT	LEASE	75.00
NEBRASKA METHODIST	MEDICAL	1,278.00	RAMIREZ AMBER	REFUND	50.00
NEBRASKA SALT/GRAIN	SUPPLIES	41,226.73	RANDOM HOUSE INC	SUPPLIES	3,374.50
NEGUS-SONS INC	CONSTRUCT	58,248.13	RASMUSSEN MECHANICAL	REPAIRS	700.00
NEWLAND ALYSSA	REFUND	70.00	READY MIXED CONCRETE	SUPPLIES	675.00
NEXTEL PARTNERS	CELL PHONE	1,391.49	RECORDED BOOKS INC	SUPPLIES	7,273.18
NOLTE JENNY	REFUND	50.00	REGENT BOOK CO	SUPPLIES	315.25
NORM'S HEATING & AIR	REPAIRS	4,900.00	RESPOND FIRST AID	MEDICAL	65.50
O'KEEFE ELEVATOR	CONTRACT	591.24	RICHARDSON SALES	EQUIP/PARTS	339.00
O'REILLY AUTO PARTS	SUPPLIES	900.70	RIVER CITY PAINTING	CONTRACT	3,364.00
OCHOA ALBERTO	PRF SRVS	60.00	RIVERSIDE AUTO WASH	CONTRACT	288.50
			RUETERS RED POWER	SUPPLIES	90.00
			RUSS' AUTO UPHOLST	REPAIRS	125.00

RUTLEDGE AND ASSOC	CONTRACT	1,000.00	TURFWERKS LLC	EQUIP/PARTS	2,142.33
SANDAU BROS SIGN CO	CONTRACT	323.50	TURNER TIMOTHY	CONTRACT	334.00
SAPP BROS PETROLEUM	FUEL	71,513.22	ULVERSCROFT LARGE PR	SUPPLIES	35.98
SCHEMMER ASSOCIATES	CONSULTANT	15,228.93	UNION PACIFIC	RIGHTOFWAY	3,000.00
SCHILDBERG CONSTRUC	SUPPLIES	3,127.71	UNIQUE BOOKS INC	SUPPLIES	39.81
SCHUETZE CRAIG	TRAVEL	784.00	UNITED CREDIT UNION	EMPE CNTRB	50,054.00
SCOTTER RICHARD	TRAVEL	5.56	UNITED PARCEL SERV	FRT/POSTGE	44.87
SHRED PROS INC	CONTRACT	672.00	UNITED STATES POSTAL	FRT/POSTGE	6,526.40
SILVERSTONE RISK SRV	INSURANCE	2,865.66	UNITED WAY MIDLANDS	EMPE CNTRB	332.00
SMITH JASON MICHAEL	REFUND	25.00	UPTOWN STAFFING	CONTRACT	10,178.88
SMITH REBECCA	REFUND	20.00	US BANK	SUPPLIES	654.16
SMITH TINA	REFUND	20.00	VALUE LINE PUBL	SUBSCRPTN	3,000.00
SNAP-ON TOOLS CORP	SUPPLIES	187.95	VERIZON WIRELESS	CELL PHONE	425.06
SNYDER & ASSOCIATES	PRF SRVS	1,286.00	VOICE & DATA SYSTEMS	TELEPHONE	402.58
SPEC SHOPPE INC	SUPPLIES	204.77	WALGREEN'S	SUPPLIES	234.50
SPEEDCO INC	RIGHTOFWAY	2,465.00	WALKER CHRISTIN	REFUND	20.00
ST LUKE'S MED CNTR	MEDICAL	144.00	WASTE CONNECTIONS	CONTRACT	1,011.21
STANDARD INSURANCE	INSURANCE	5,352.08	WASTE MANAGEMENT	CONTRACT	1,190.03
STATE CHEMICAL	SUPPLIES	168.14	WATER ENGINEERING	CONTRACT	225.00
STATE FARM FIRE/CAS	INSURANCE	540.00	WATSON DALE	REFUND	6.00
STEAMATIC OF OMAHA	CONTRACT	185.00	WEBER SHANNON	REFUND	50.00
STEFFEN LINDA	REFUND	20.00	WESTECH ENGINEERING	EQUIP/PARTS	85,675.21
STERN OIL INC	SUPPLIES	47.52	WESTERN ENGINEERING	CONSTRUCT	1,524.75
STOPTECH LTD	SUPPLIES	12.65	WESTLAKE HARDWARE	SUPPLIES	3.98
STRAWHECKER PAUL J	PRF SRVS	142.87	WILLIAMS LISA	REFUND	20.00
STREICHERS INC	SUPPLIES	335.99	WINNEBAGO TRANSPORT	INTERNET	90.90
STRYKER MEDICAL	EQUIP/PARTS	94.65	WOELLHOF DAN	TRAVEL	109.59
TALLMAN TIPHANIE	REFUND	50.00	WRIGHT WELDING SUP	SUPPLIES	75.41
TATE NANCY	REFUND	50.00	ZEP MANUFACTURING	SUPPLIES	649.69
TCIC INC	EQUIP/PARTS	457.00	DISBURSEMENTS TO VENDORS		3,317,659.41
TELEDYNE ISCO INC	EQUIP/PARTS	59.50	NET PAYROLL		1,264,282.61
TERRACON CONSULTANTS	PRF SRVS	664.75	TRANSFERS		1,360,532.13
TERRY'S PLUMBING	REPAIRS	923.00	VOID CKS-PRIOR PERIOD		(1,970.29)
THERMO KING	SUPPLIES	2,106.77	TOTAL		5,940,503.86
THIELE GEOTECH INC	PRF SRVS	1,475.00			
TRAFFIC CONTROL CORP	EQUIP/PARTS	1,200.00			
TREAS STATE OF IOWA	SALES TAX	783.00			
TREDE BARBARA JANE	REFUND	20.00			

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Applicant LC0034376, Islamorada Fish Company

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Privileges

License

Applicant

Status Of Business

Ownership

Criminal History

Premises

General Premises

Applicant Signature

Dram Cert

Local Endorse

History

Name of Applicant: Bass Pro Outdoor World, LLC (S)

Name of Business (D/B/A): Islamorada Fish Company

Address of Premise: 2911 27th Ave.

Address Line 2:

City: Council Bluffs

County: Pottawattamie

Zip: 51501

Business Phone: (417) 873-5000

☐ Same Address

Mailing Address: 2500 E. Kearney St.

Mailing Address Line 2:

City: Springfield

Zip: 65898

Contact Name: Bob Barratt

Phone: (417) 873-5000

Prev

Phone: (866) 469-2223

FAX: (515) 281-7375

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Applicant LC0034421, Ruby Tuesday, Council

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- Status Of Business
- Ownership
- Criminal History
- Premises
- General Premises
- Applicant Signature
- Dram Cert
- Local Endorse
- History

Name of Applicant: RT Omaha Franchise, LLC (S

Name of Business (D/B/A): Ruby Tuesday

Address of Premise: 3150 24th Avenue

Address Line 2:

City: Council Bluffs

County: Pottawattamie

Zip: 51501

Business Phone: (251) 634-4896

☐ Same Address

Mailing Address: 7420 Hitt Road, Suite A

Mailing Address Line 2:

City: Mobile

Zip: 36695

Contact Name: Nancy Coats, Liquor License Spe

Phone: (251) 634-4896

☒ Prev

Phone: (866) 469-2223
FAX: (515) 281-7375

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